

HISTORICAL SKETCHES

OF

ANCIENT READING

VOL. 1

COPY 2









REDDING  
Eaton

HISTORICAL SKETCH  
OF  
ANCIENT REDDING  
MASSACHUSETTS  
TO WHICH HAS BEEN  
ADDED  
EARLY READING MAPS  
AND  
TOWN GRANTS TO EARLY SETTLERS  
ALSO  
AN INDIVIDUAL HISTORICAL SKETCH  
OF THE  
FIRST SETTLERS OF REDDING  
AND  
MIDDLESEX AND ESSEX COUNTY  
DEEDS AND WILLS  
FROM 1638 FOR ABOUT 100 YEARS

1935

VOL. I

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## THE OLD SWAIN HOUSE

Built 1720; a typical early New England Colonial.

Situated on the easterly side of "Lot End Road," now Vernon street a little distance north of the DeVita's greenhouses, located north of Lowell Street.

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This was the Homestead of Dr. Thomas and Hannah Swain. Dr. Thomas was born in 1705, died 1759, son of Dr. Benjamin Swain born 1669; grandson of Major Jeremiah Swain, born 1643; and great-grandson of Jeremiah Swain, one of the first settlers in Ancient Redding.

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In 1765 this old mansion was owned and occupied by Dr. Oliver Swain, born 1740, died 1773 son of the above mentioned Dr. Thomas and Hannah Swain. Thomas born 1751, died 1780; succeeding him then followed a son, Thomas born 1780, died 1832. Later this homestead passed into possession of David Batchelder, and was long known as the "Batchelder Old House," and is no longer in existence.



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## EXPLANATORY PREFACE

It is the purpose of this research work to show, with all possible accurate determination, where our first settlers located their homes, as well as to present a word picture of Ancient Redding after a few years in the making. This has been a difficult task, owing to meagre descriptions available in most of the recorded deeds and wills.

The joining together of figures, facts and dates, coupled with a careful genealogical study of the various families, has resulted in the Map and Study of Ancient Redding, that is made a part of this project, and made possible thru the financial cooperation of the E R A of the United States Government.

William E. Eaton.

Director.

Wakefield, Massachusetts.

1935.



MASSACHUSETTS BAY COLONY

MAY 29 1644

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"It is ordered that Linn Village  
at the request of the  
inhabitants thereof, shall be  
called Redding."





LINN VILLAGE

---

THE FIRST MENTION OF LINN VILLAGE

IS FOUND IN

CHARLESTOWNE LAND COURT

1638

" 8 score akers of land by estimation,  
more or less, situate at the northeast  
point at the towne bounds, bounded on  
the East by Boston line, and on the  
North by Lynne Village--in possession  
of Captain Robert Sedgwick in Charltown  
limits."

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CHAPTER I

ANCIENT REDDING

A SKETCH





## ANCIENT REDDING, MASSACHUSETTS

The Township of Redding in the Massachusetts Bay Colony, possessed an important area of primitive lands, and was closely linked with the early activities and development of this section of the Bay Colony. Following the ship "Arbella," with Winthrop and his party of immigrants, came other vessels, filled with men, women and families, eager for settlement in the new world. So it was, that in 1629, Saugus, later Lynn, welcomed the settlers, some of whom were soon to remove to and settle in Redding in 1639, and in succeeding years. The great tide of Puritan immigrations ceased in 1641, and after that time not many came in.

Looking backwards, for almost three hundred years one wonders what was the attraction that made this small group of Lynn men abandon their Lynn lands and move westward even into more primitive sections of country? Perhaps their stay in Lynn was merely temporary, as there are few, if any deeds of the conveyance of lands there from them prior to or after removing to Redding.

"Lynn settlers had hardly occupied the oceanside at Sagamore and Wolf Hill and into Swampscott, and the water ways of Saugus River, when they prospected the interior." So writes a Lynn Historian. Such an investigation of land inland evidently convinced our first settlers of the physical beauties and advantages of this territory. Two splendid ponds, and two rivers teeming with fish; hills and meadows, the latter to provide fodder for cattle; some arable lands, more woodlands; and in the centre of it all a desirable plain in the valley, between the lakes, to build a town. There was game in the woods, fish in the rivers and ponds; the main Indian Tribes were in Saugus, Salem, Haverhill, to the West and to the North along the Merrimac River; those in the prospected areas were probably more or less friendly, we are so told.

That Lynn settlers were curious as to what sort of lands lay to the westward is evidenced by the diary of Obadiah Turner, of Lynn, who, as early as 1630, only a year following the settlement of Lynn, made this entry; "On ye last 4th day of July some of us did goe afar into ye wilderness toward ye River on ye West, and thence about ye Hills on ye North, and this we did that we might discover what ye Land and productions of this our heritage."



# ANCIENT REDDING, MASSACHUSETTS

(continued)

"We found valies of mighty Trees of such kinds as Old England is stranger to, gratestores of wild berries were on every hand. Among them were manie black, shining Berries as big as ye Pills of Apothecaries, and these Berries be of sweete, mild Taste, and grow in clusters on low bushes without thorns."

"We did pluck some and found them Savory to Eat in fire cakes; and did think them apt for puddings. We found others, large black shining Berries growing on Creeping vines of most luscious taste, and wee did eat till our mouths were black as ye chimney back."

"Of birds, we saw grate store. Wee are indeed in a paradise of those moving things, which Be good for food, for in ye Woodes, in ye Pondes, and on ye sea-shore we have a multitude of fowle, fish and game most savory to ye appetite and health for ye Stomack."

Our forefathers were a land-hungry people. They came from a country where land was costly, entailed and difficult to transfer title, and it is not strange to relate that each of the early comers to Redding, took everything in sight, one division following another, so that each Freeman had town, meadow and swamp land in various parts of the settlement, considerable acreage in the aggregate. The surveys were made by Richard Walker, one of the first settlers.

The removal of our forebears inland, may have had another cause, for history informs us that many of the early arrivals at Saugus, later Lynn, were dissatisfied with the farms alloted to them, and had visions of better habitations inland. They had, indeed, petitioned the Colony Court for an inland Plantation. This petition stated that "between two and three hundred acres of the farms deserted is so overrun with sorrel, that it is scarce quittance cost to such whose necessities is such as with us force them to improve the same." Here may be found a valid reason for removal to more fertile farm lands inland.





Then William Courty used about eighty one years  
Testifyeth and sayth that of being one of the first begin-  
ners of this towne of Reding and before the settling  
of the sayd towne we the proprietors of Land in Reding  
have many meetings at Syn but among all our meet-  
ings at Syn and Reding Edward Burcham now under  
long appearances among us) and further sayth that  
I did never heare of or know what the sayd Burcham  
had any land in or about Reding) and further sayth  
that sayd Burcham by him self or any other person  
did not make any claim or demand of Land for him  
or himself) for a few forty years past and further  
sayth not

Thomas Clark aged Sixty six years of Age about 15  
Testifyeth ~~and sayth~~ to the above written Depo-  
sition

Do William Courty and Thomas Clark make  
oath to the promises this 11<sup>th</sup> day 1683  
Before us  
John Daffey

Henrich Daffey Commissioner



## ANCIENT REDDING, MASSACHUSETTS

The first colony grant to Linn was on March 13, 1638--40--It was "six miles into the country," and Mr. Hathorne and Lieut. Davenport were chosen "to view and inform how the land beyond lyeth, whether it be fit for another plantation or no." This it would appear became 'Lynn End,' now Lynnfield. Following in 1639, came the second grant of 4 miles to the westward to make a new plantation, as evidenced by the following petition.

## RECORDS OF THE COLONY GRANT TO LYNN

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1639 Page 272

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"The petitions of the Inhabitants of Linn for a place for an inland plantation at the head of their bounds is granted them four miles square, as the place will afford upon conditions that the petitioners shall within two years make good proceeding in planting, so as it may bee a village fit to containe a convenient number of inhabitants which may in due time have a church there; and so as such as shall remove to inhabit there shall not withall keepe their accommodations in Linn above two years after their removall to the said village upon pains to forfeit their interest on one of them at their own election, except this Court shall see just cause to dis-pense further with them and this village is to be 4 mile square at least by just content."

Thus it appears that two years time were given for the removal, suggesting that the removal would doubtless be gradual, and not made with too great haste.

We now know that, prior to the removal of our first settlers from Lynn to Reading, there was an organized effort behind said removal, in other words, it was not a haphazard enterprise. In proof of this, there is at the State House in Boston, in the Archives, filed as Exhibit No. 841, a document bearing date of 1683, reading as follows:

"Dea William Cowdrey, aged about eighty-one years, Testifieth and sayeth that I Being one of the first Beginers of the Towne of Reding and before the settlement of Sayd towne we, the proprietors of land In Redding had many meetings at Lyn, but among all our meetings at Lyn and Reding Edward Burcham never made Any





apearance among us, and further sayeth that I did never hear of or know that the Sayd Burcham had any land In or about Redding; and further Sayeth that Sayd Burcham himself or any other parson for him did not make any claim or demand of land for him, sd Burcham untill now, for about forty years past and further Sayeth etc.

Thomas Clark Aged Sixty-six years or thearabouts Testifieth to the above written Deposition.

Sd William Cowdrey & Thomas Clarke maide oath to the promises this 11 of 1st, 1683.

)Boston(

William Hasey  
Hananiah Parker,  
"Commissioners of Redding"

Lynn as the parent town of Reading, was set off from Saugus, (an Indian name, the root of the word signifying great or extended.) It extended six miles on the sea-shore and "five miles into the woods," having the Saugus river as a western boundary, as it was first believed. The Indian name for this River was Abousett, and the white man applied the name of Saugus. The settlement of Lynn began in 1629. From then on, English emigrants, as they arrived with Winthrop, and later, took homesites and ample farm acres.

The first comers were mostly farmers, and consequently the urge for land was most natural. The 1638 general division of Linn common lands absorbed the 8680 acres, laid out among 100 families. More land was needed, and there to the west, into the wilderness, lay much territory not yet taken by Charlestown or Cambridge. Application was made to the Colony Court, and under date of the 4th of the 4th month 1640, we find an interesting report showing the extension of the Town of Lynn to the westward, as far as what is now Lake Quannapowitt. This report recites:

"Whereas William Hathorne of Salem, and Edward Tomlyn, of Lynne were chosen by the General Court to lay out the length of the bounds of the Town of Linn, according to the Cor'ts order, six miles from the meeting-house (at Lynn), which accordingly hath been performed the day and year above written, which we signify under our hands to extend from Charlestown bounds to the south end of the Great Pond at Linn Village, and from thence to the great swamp adjoining unto the Great Pond, and so to run







## ANCIENT REDDING, MASSACHUSETTS

northward to the North River, Ipswich and thence to Salem bounds, these being the nearest marks by our measure we find to stake the bounds.

Willi Hathorne  
Edward Tomlins."

This would indicate that the western bounds of Linn, so named, by the Colony Court in 1640, did not extend westward beyond or south of the Great Pond. Even at that the surveyors evidently stretched the limit of "six miles from the meeting-house."

We must now believe that the later grant of "four square miles, lay to the south and west of the Great Pond, to Charlestown town and Woburn. That Lynn was satisfied with the Saugus river as its westerly bounds, is made clear by its agreement with Redding in 1653.

Starting at Tobacco Hill as the most northerly point, the agreed upon line extended south to the Great Swamp, along the easterly side thereof; thence south to the Saugus River at the Saw Mill (on Vernon Street); and thence following the river, and so on to Boston bounds. The Committee report was

"It is agreed that all the land lyeth on the west side of the Great Swamp to Tobacco Hill, that Lynn hath formerly laid out, the proprietors shall enjoy."

Capt. Richard Walker, Ensign Thos. Marshall and William Cowdrey represented Reading in this bounds settlement.

While the early records extended the westerly line of Lynn bounds on Reading Pond, it is believed that Lynn held that the Saugus River was also as far west as it was wise to project their territory; also any greater distance from their meeting house was out of the question.

The Great Swamp, in early days, extended from a point to west of Tophet Hill in Lynnfield, south to Reading pond; west nearly to the present Reading Highlands station; and southwest to Church Street. This Swamp was granted out in 1667 in fifty-nine separate parcels.





It is most unfortunate that important early grants in both Reading and Lynn have been lost. We do know that in 1638 Lynn granted lands to the following men, but it is an open question whether the lands granted were in Lynn or Redding. (See next page)

"Nicholas Browne	----	200 Acres	
William Cowdrey	----	60	"
Richard Walker	----	200	"
John Pool	----	200	"
John Smith	----	60	"
Zachery Fitch	----	30	" and ten
Thomas Marshall	----	30	" and ten
Thomas Parker	----	30	" and ten
Richard Sadler	----	200	"
Boniface Burton	----	60	"
James Boutall	----	60	"
George Taylor	----	30	"
Hugh Burt	----	30	"
Sam'l Hutchinson	----	10	"

As these men, except Sadler, Burton & Hutchinson were the first to remove to Reading territory, and as most of them became largeland owners there, benefitting with each division of lands, selling large or small acreage from time to time, it is impossible to believe, on the 1640 survey, that all of these grants from Lynn were within the then territory set off as Reading. Moreover, we have no record in the Essex County records of any transfer of said grants.

For proof of this contention, there is recorded in the land Grants in the first records of Redding, an entry to the effect that Nicholas Browne was granted 210 Acres by Linn in 1638, and the description would place this grant in Linn Village:- bounded on the east by the Great River (Saugus), on the south by the land of Boniface Burton, (who in 1660 sold this parcel of 60 acres to Daniel Hutchins of Boston); on the west by land of Lieut. Thos. Marshal and Jeremiah Swayne; and on the north by Wigwam Medow. The Burton land was bounded on the south by the "river that comes from Redding; (the outlet of Smith's Pond.)"

The Lynn-Reading town line was not definitely established until 1653. This placed Wigwam medow, and lands beyond, as probably intended within the limits of the original layout of the early Linn village.





Lynn granted land in Lynn Village, (the early name of Redding) as early as 1638. There is indisputable evidence of this to be found in the "Records and Files of the Quarterly Courts of Essex County," Vol. 2, page 270.

In 1638 Lynn granted many thousand acres of land to its then inhabitants. These grants were from 800 acres on down to 40 and "30 acres and ten." The early conveyances of some of these 30 acre lots show that they were located on the east shores of Reading Pond and later owned by Jonas Eaton, William Martin, William Eaton, Zachery Fitch, John Bachellor, Edward Hutchinson, George Taylor and others. Of these Taylor and Fitch were apparently original owners.

Here is the evidence:

A writ, dated March 4, 1660-61, signed by William Cowdrey, for the Court, and "served by Jonathan Hudson, constable of Lin."

The case concerned land granted to William Longley. "Hugh Burt, aged 70 years, deposed that he had been an inhabitant of Linn for about 25 years, and when the distribution of lands was made, about 23 years before (1638) said Longley purchased a house and land there and paid all public charges as the others; that Longley had been recorded in the town book as Richard Longley, on which account the meeting 12 years before had refused to grant said Longley the land."

Joseph Armitage, aged about 60 years, deposed that in the division of lands, he and his brother, Godfrey, had given to them four score acres. Deponent sold it about 21 years ago (1640) for fifteen pounds in gold. "The thirty or forty acre lots in Linn Village were worth and sold for 20 shillings per acre."

"Andrew Mansfield, aged about 38 years, and an inhabitant of Linn for about 22 or 23 years, and Hugh Burt testified that the thirty and forty acre lots in Linn Village, which were given by the town of Lynn at the same time that the forty acres, now in question, were given, were in their judgment worth at least 20 shillings an acre."

In this 1638 grant Thomas Parker was one of the first settlers to draw one of the "30 acres and ten." This homestall was on what is now Crescent street in Wakefield and this leads to a fair supposition that all of these lots of uniform size may have been on the easterly side of the early Main street extending from near the Wakefield Town Hall to near the northerly end of Redding Pond.



Hart, the Historian, in writing of the wilderness, hereabouts, has this to say:

"We are apt to picture the country when first seen by European, as covered with primeval forests and thickets of shrubs and vines, with few open spaces or fields. This was true only of the more remote, uninhabited sections. Each year the tribal lands of the Indians were burned over in November, when the grass was withered and the leaves were dry, and often again in the spring, for the purpose of killing the under growth and keeping the meddows open."

Another Historian, Wood, says:

"that one may ride a-hunting in most places in the lands, for there is no underwood except in the swamps and low ground which are wet."

So it is conceivable that much land adjacent to Redding's two ponds, and perhaps the upland plain lying between, were cleared to that extent that suggested desirable home and farm sites, in preference to the inferior land on the coast with their salt-marsh meadows.

A migration to an inland settlement, after failing to be satisfied with their first habitations in Lynn, was a decision of the utmost importance to each family concerned. There was much arduous labor in transferring members of the family; the meagre household goods, provisions, cattel, seeds, tools, grass and amunition, thru unbroken country, and over mere trails; it was no ordinary task. On arrival, there were homes to build, shelter to provide for the stock, land to be laid out, with a multitude of duties arising from the utterly new conditions. It was, indeed, life in the Raw!

It is doubtful if our first settlers, brought to the Colony anything more than the absolute necessities of life, in the way of household furnishings and appointments. A perusal of the first wills recorded at Cambridge, dispel any other thought. There is no mention of choice China, silver plate, family portraits, etc.

William Cowdrey, was one of the most prominent of the first settlers, and in his will, dated, Feb. 12, 1684, after disposing of his real estate, there is mention of:

"One mare & 2 cows, and two oxen, and two young calves and four sheep & three young Shoats, one feather bed and bolster, and green Rugg and four Pillowes, and three Cotton blankets, and three pair of Course flaxon Sheets, and four Pillow beers, good and bad, and two pair of Joe Sheets and fine Napkins, a little Table Cloth, two Pewter Dishes





and a half bushel, brass old kettle, and a frying Pan, & three red chaires, a chest and box, a pair of Cast Andirons, a pair of stock cards and a little flock bed, a feather Bolster, and a book called Faith and Love, and also one-third part of all ye provisions for vituall that will be in ye house when I dy, all to "My dear wife Alse, all ye rest to my son, Nathaniel."

To his grandchild, Rebecca Cowdrey, he gave "one pair of flaxen sheets";

To his grandchild Mary Cowdrey, "one cow and a pair of sheets".

To his son Nathaniel; "other small things, my wearing clothes and my box of writing, and Ye Keys and Seal."

In the will of John Batchelour, 1670, he disposes of "my feather bed to my son W---and my pewter equally to my sons John & David; my bason & biggest platter to David; my iron pot to David; the rest to my son John."

The simplicity of early Reading home conditions is thus revealed.

There was local government early established. This was an inherent necessity. As the first pages of Town records are missing, we are dependent upon what follows from 1644 on for the story of town affairs. The earliest entry was in this year, an agreement under which Jonathan Poole was granted much land and the exclusive right to build and operate a water mill and "set it at the end of Sergt. Marshall's lot by the meddow;" and in this Town taking of land Goodman Poole was generous to himself. In this mill, referred to in deeds as the "Corne Mill," Indian corne of the settlers was ground for many years.

The early grants of land in the then centre of the new settlement are not in existence, and any information of such grants or locations of the early homes of the first settlers must come from such deeds of conveyance as are in the County archives, and from wills recorded in the Probate Courts, mainly those of Middlesex County at Cambridge.

Lynn inhabitants were sorely disturbed over these discontents, for in 1645 they petitioned the Colony Court for an abatement of Taxes, "on account of the removal of so many of our families to Redding xxx these few persons which were with us and of us, it is not known how many of them have deserted us etc."



Then follows a list of the "deserters" with the taxes lost by removal to Redding;

John Poole	One Pound	fifteen shillings.
Richard Sadler		ten shillings.
Thomas Marshall		ten shillings.
Lieut. Richard Walker	One Pound	
Nicholas Browne	One Pound	ten shillings.
Zachery Fitch		ten shillings.
William Martin		ten shillings.

As a result the Colony Court granted an abatement and Lynn Colony Tax in 1645 was reduced to twenty-five pounds. That something was wrong with Lynn land is a probable reason why there were at least two deserting groups from Lynn before the group left to settle in Redding. The first group settled in Sandwich, the second group at Long Island where they had trouble with the Dutch settlers, told at some length in Lewis' History of Lynn.

In the meantime, much had happened. Settlement has begun in what was to be Redding. From 1639 to 1644 the settlement was known as Linn Village, but in 1644, on evidence that at least seven houses had been built, that good proceedings in plantings had been made, so as to make a village fit to contain a sufficient number of inhabitants, and which may in due time contain a church. the General Court, having previously approved to Lynn a grant of four miles in lands in 1639, now granted that Lynn Village should hereafter be Redding. This constituted the incorporation of the town. It must be remembered that from 1638 to 1644, all grants were made in "Linn Village," by the town of Lynn.

Before this name-change to Redding took place the Colony, on May 10, 1643, was divided into "four shires," Linn being placed in Essex and Linn Village in Middlesex. This was an official geographical separation of daughter from the parent town.

When Andover and Haverhill were early settled they were mentioned in "Good News of New England."

"To raising Townes and Churches new in wilderness they wander, First Plymouth and then Salem next were placed far asunder Woburn, Wenham, Redding, built with Silver Mettle, Andover, Haverhill, Berris-banks their habitation settled"  
Portsmouth -- Strawberry-banks





It has been somewhat of a mystery why Lynn consented to the new Town. We even find a historical influence "that the inland plantation was not intended for a permanent addition to Lynn, as it would have made too large a town for convenient worship." It was intended as the grant indicated, "for such planters as should desire broader acres." "So ended in 1644," writes the Lynn Chronicler, "our control of the fair town by the Great Pond, at the head of Saugus River."

It was forty years later (1687) that the two Towns of Lynn and Redding were reunited as Grantees, in a notable blanket release of their lands from the Indians, Redding's part being a payment of Ten Pounds. This sum was raised among ninety-one of the male inhabitants, thru "A Rate made to be payed in money, to be payd to the Indians for the purches of the towns lands." As a matter of fact the town of Reading purchased the territory of Reading some years prior to 1689, for the sum of ten pounds, but it had not been paid for. In 1686 the town levied an assessment on its people to raise the ten pounds paid three years later. The 1687 deed can therefore be properly considered as a deed of confirmation. An examination of this old deed, preserved in the Essex County records, showed that it covered the lands of Lynn and Reading, but also the lands of "ye little and ye great Nahant as they are encompassed by ye sea, with the beaches." Acting for Reading in the 1687 transaction was a trustee and prudential Committee, consisting of Mr. John Browne, Capt. Jeremiah Sweyne and Lt. Wm. Harsey.

The History of Reading, published in 1874, should have elaborations. The town records, recently copied and bound, and in the libraries of Wakefield, Reading and North Reading, are brief and generally insufficient in detail and descriptions of lands granted to be of any accurate determinators of localities. These records, for the most part, are mere memoranda of agreed actions by the Freemen of that Town; local events are overshadowed by land divisions that went on with a speed that plainly showed that the first settlers were determined to obtain their share of the entire area of the new settlement, and get it early.

The First Parish and Church records have also been copied and bound, and are available for examination in the town libraries of Wakefield and Reading.



It was important to become a Freeman; up to 1646 none but Freemen could hold civil or military office. It was this year, in the early autumn, that the idea of running a town by a Committee occurred to the Freemen. This was the origin of the Selectmen. As we study the lives and actions of the first settlers we see that to a limited few, went the choicest land-- Richard Sadler, Jonathan Poole, William Cowdrey, Thomas Marshall, Jeremiah Fitch, Maj. Jeremiah Swayne and Richard Walker being the leaders. To trace their early and subsequent holdings and frequent transfers, of land, with all absence of descriptions of boundaries and locations, with authentic accuracy is most difficult, and in several instances, impossible.

In Frothingham's History of Charlestown, there is described the methods employed in settling the early towns in this section of the Colony:

"After townships had been defined, lands within their limits were divided by their inhabitants. In general divisions, the tract to be allotted was agreed upon in town meeting. A Committee was appointed, generally the 'seven men', to survey it, stake out lots and number them. Sometimes the inhabitants would draw lots for their share, sometimes they were assigned by the Committee."

"Record was made of the lots in the town books, with the conditions under which they were granted, and this constituted the title of their owners. The conditions that governed these local divisions were: The number of persons an inhabitant had in his family; the number of cattle and other stock he was able to own, and 'eminent respect' was given to 'men of eminent quality and descent' in assigning them more large and honorable accommodations in regard of their greater disbursements, to publike charges."

An early requirement of the General Court, was that no man should "set his dwelling-house above the distance of half a mile, or a mile at the furthest, from the meeting house."

Reading's early settlement was made under these accepted conditions. Later, as population increased, these conditions passed into the discard, as distant areas, more remote from the meeting house, were granted out.





We have every reason to infer that Reading had its town record book of surveys and plan of lots granted. Town Clerk Cowdrey appears to have been a methodical person. His available records attest to this fact. That he kept personal records is evidenced by his will, bequeathing his "writings" to his son, Nathaniel. Failure to preserve such records may be placed at the door of some other person, at a later time, who could not appreciate their value and interest to later generations.

The method of laying out lands was as follows: The town granted thirty acres of land; the grantee employed the "layer out of lands," who was Richard Walker in Lynn, Walker had the grant in the Town. He went and laid out the lot, and made a description, and gave it on a sheet of paper to the grantee. The grantee took this sheet to the Town Clerk (at least the law so required) and the Town Clerk kept these sheets. Probably no one beside the layer-out of lands and the grantee knew anything about the location.

As early as 1639, we find the so-called "Three County Bounds," in the southeast corner of Linn Village already established, the northern-most part of the Town of Boston. The Town of Charlestown had also extended their lands northward, and with eagerness to fix definite bounds, secured a Colony grant in 1642 to the effect "that Charlestown shall go eight miles to the north, from the Meeting House, and this shall be set down to bounds between Linn and Charlestown."

Here again claiming "a mile for every hour walked," the most northeasterly point reached to near Bare Hill, at the westerly end of Prospect street of the present day, -the line running north thru the centre of Smith's Pond (Crystal Lake) to a point near the present location of the Catholic Church, and thence in a westerly and northwesterly direction to the Woburn line. Charlestown was also given a grant later to still further extension north to the "Shawsheen" river, bounded easterly by the town of Andover.

The inhabitants of Mystic (Malden) claimed land to the north, and it is a fair assumption to locate their line against Redding, as extending westward from the "Three County Bounds" to the southerly end of Smith's Pond, possibly taking in a portion of the Pond at that point, and even going to the tip of the extension of an earlier triangulization. The laying out of town bounds in those early days of Colonial existence was rather "sketchy" for the most part.



The second grant to Linn, of four miles westward, extended to the Charlestown and Woburn town lines, and this territory completed the Reading as it was incorporated in 1644, extending, North to the Ipswich River, and in 1651, by a grant of "two miles content," still further north to the Andover line.





In the first few years, Reading was a small compact village, with the first humble dwelling houses extending from the vicinity of the present Wakefield Town Hall, north to the northerly end of Redding's Great Pond, with a few scattered dwellings East on the first Salem Road, and West on what are now Church, Prospect and Elm Streets.

James Duncan Phillips in his 1933 book: "Salem in the Seventeenth Century" writes of these first homes:

"It is probably a mistake to think of these early settlements as a collection of log houses as Plymouth is often pictured. The log house was utterly unknown to the England they had left, and it is much more likely that the first hastily constructed huts had light frames, wattle and plaster walls, and thatched roofs, a form of construction familiar to the Seventeenth-Century England, but entirely unsuited to our climate."

These early houses were doubtless merely temporary affairs. Time was an important factor, as much land as possible was secured, as nearly all the early comers to Redding were farmers. There was land to be cleared, fields to plow and to be planted; meadows to be cut for hay; fish and game to be secured; Church and Town affairs to be considered. They were busy days, months and years, "both within and without of dores." First came the "Corne Mill" in 1644, built, owned and operated by Jonathan Poole, and later a Saw Mill, built in 1650, on the Saugus River, at the Reading-Lynn-End line, by the same Jonathan Poole, denoting the need of lumber for the more substantial homes.

It is probable that Poole, in the operation of his Corne Mill, followed the practice of the times, that he take "not above one-sixteenth part of the corn he ground;" was obliged to keep ready for use "mill weights and scales;" and he was to be allowed a certain quantity of lamp oil, and "two ditchfuls of corne every time the mill was dressed."

Some of the early wills indicate substantial houses, "As to my dear beloved wife, the East half of my now dwelling house, with the East front room and the Chamber above, with right to garret, cellar, yard, and well, and the west end of the Barne, and one half of the Orchard."



That each of the early Homestalls had its own Orchard, is made clear by the records:

"Further, the Lord hath pleased to turn all the Wigwams, huts and hovels the English dwelt in at their first coming into well-built homes, well furnished, many of them with Orchards filled with goodly fruit trees and gardens with a variety of flowers. There are supposed to be in the Mattachusetts Government at this day (1642) neer to a thousand acres of land planted to Orchards."

Johnson's Wonder Working Providence--1653.

Jonas Eaton, who came to Reading in 1646, had an orchard in front of his homestead, on the strip of land lying between the Great Pond and the road going North (Main Street). He also had a tree nursery, as did his brother William, whose homestead adjoined on the South, for when the first Parsonage was built in 1681, "John Eaton (son of William, living on the old homestead) was payed one pound, ten shillings, for Apple trees for the parsonage lot, with a payment of fifteen shillings for seting up the orchard fence."

In 1741, the Town fixed Common Lands from Capt. Thos. Nichols, who lived where our Wakefield Town Hall now stands, "to the Great Pond, and so up the side of the Pond as far as Timothy Nichols little orchard, (opp the foot of Wave Ave.) to remain Common Lands forever."

The brick kiln, to make bricks for the chimney, became a necessity, an early industry. The earliest fireplaces and chimneys were doubtless of field-stone cemented with clay. Higginson, in his "New England Plantations," says, "the suggestion of bricks, however, implies that the log cabin had not been thought of."

The early roads followed Indian trails for the most part. These were mostly horse paths, later cart roads or drift-ways, and down to 1812, were not even good, gravel highways. It is unlikely that there were any wheeled vehicles for passengers in our part of the Colony for many long years after settlement, riding was by the horse alone; while on Sundays the wife would occupy the pillion with her spouse as they rode the same horse to the Meeting-house. In an ancient Redding will, Thomas Bancroft instructed his son, Samuel, "to provide, constantly, his mother with a suitable horse for her to ride to Meeting, as long as she remains a widow."





Early houses were built to face South, that the noon sun might "shine square" thru each house forming a domestic sun-dial enabling the housewife to call her husband and sons from the fields. It is said "that no true early farmer ever violated this rule of common sense." The custom appears to have been to select the most eligible spot on the farm, with tillage and grazing land in front; let the road conform to the house, not the other way. So we find the very early Reading houses were set back from the highway, generally on elevated ground.

Viewing the food and clothing situation in the Colony in 1639, the date of the earliest Redding settlement, it is interesting to note what supplies were coming from England. When the good ship "Fellowship" sailed from Bristol in 1639, the following ship-list is informative:

250 passengers.	40 tons of wyne.
300 barrels of Beef.	200 gallons of oyle.
80 hogshead of Mault.	20000 of nayles.
80 " " Meat.	3 tons of strong water.
300 dozen of stockings.	20 dozen of Hatts.
300 " " shoes.	8 barrels of powder.
300 suits of clothes.	40 Muskets.
300 dozen of shirts	1000 weight small shott.
300 " " drawers	30 hogshead of oatmeal.
40 " " Monmouth Capps.	20 " of pease
40 rlls of cloth to	500 weight of pewter.
make shirts.	1000 " of sope.
40 pounds worth of iron	2 Tons of Vinegar.
tools	
2000 weight of candles.	

In 1640 the general conditions in the Colony were not good. The cessation of emigration was severely felt. Heretofore there had been a scarcity of goods. This year "there came over great store of provisions, both out of England and Ireland," and the markets were glutted. All commodities grew very cheap, and "this evil" writes Winthrop, "was very notorious, that most men would buy as cheap as they could, and sell as dear." "The next year," he wrote, "corn would buy nothing, a cow that in 1640 cost twenty pounds, might now be bought for four or five pounds, and the price of land declined in the same proportions.





The year of Reading's incorporation, (1644) "by solemn compact, all Indians in this jurisdiction put themselves under the government and protection of the Mass. Colony. The laws enacted provided: "Titles to land to be purchased at satisfactory prices; Indians were never to be molested; not allowed fire-arms; a crime to sell them fire arms or ammunition; inter-marriage with them discouraged.

The fact that Reading bought and paid the Indians for their land, gave special satisfaction to our early settlers when Gov. Winslow in 1676, said: -"I think I can clearly say, that the English did not possess one foot of land in this Colony but what was obtained by purchase of the Indian Proprietors." He failed however to refer to low prices and long deferred payments of the purchase price.

The years previous to the settlement of Redding, were "years of preparation for the coming of the English to settle in the Maccachusetts Bay Colony." On March 19, 1628, the Council of Plymouth, under their common seal, granted and sold to Ser. Henry Roswell and five others, "all that part of New England, in America, which lies and extends between a great River called Monomack (Merrimac), and a certain other river called the Charles; being in the bottom of a certain bay there, commonly called Massachusetts."

These were the first grants, under legal authority of the territory within which Reading stands. The above named individuals incorporated under the name of "The Governor and Company of the Massachusetts Bay in New England." Holding under these grants and titles, the Governor and Company made grants of lands to companies and individuals for towns and plantations. With these grants went certain conditions; "That a certain number of settlers and families should, within a stated time, build and settle upon the same; and that a church should be built and the Gospel preached."

It was exactly under these promises and conditions that Lynn was granted four miles of territory inland, the Redding of 1644. In this manner all early towns in the Mass. Colonies were constituted and established before 1655, without any more formal act of incorporation.



Our first families came with horses, cows, calves, lambs, goats and pigs, livestock that was fairly plenty around 1640, in Lynn, and were especially to be obtained in the nearby Salem settlement, where there was little farming, with fishing, ship building and stock raising of more importance.

The earliest dated deed of Reading land, recorded in Middlesex County was that of Capt. Richard Walker and Lieut. Thos. Marshall to Francis Smith. It bore the date of Sept. 29, 1646, and conveyed 500 acres extending from Smith's Pond eastward.

The second earliest dated deed, was that of Henry Felch to John Batchler of Dedham - "my lot at Redding." This was probably a mortgage, as it was soon discharged, the date- June 28, 1648.

The third deed, bore date of Feb. 13, 1652, from Richard Walker to John Pearson, ten acres, probably on Cowdrey's Hill.

The first general division of Land and Meadow was ordered in 1647, the 6th of the 10th month. This division was on the basis of persons and cattle; "for evarie parson tow akers, and to evarie beaste one aker, and he whose estate will not amount to tenne akers, shall have tenne akers; and no man to exede twenti akers; and so for meadow, he, whose estate will not amount to five akers shall have fife akers, etc."



MAP OF  
 OLD-READING  
 MASSACHUSETTS BAY COLONY  
 -1647-  
 SHOWING THE LOCATION OF THE HOMESTALLS OF THE FIRST SETTLERS  
 ALL BEING WITHIN THE LIMITS OF THE PRESENT TOWN OF WAKEFIELD







# KEY TO MAP 1647

The accompanying Map is based on a list of the first settlers of Redding, given grants of land in 1647; the First General Division of land of which there is any record.

There had been numerous earlier individual grants by Lynn prior to 1644, when Redding was incorporated. These grants were so generally described as to prohibit any accurate determination of location in many instances.

The location of Homesteads, as indicated on the Map has been the result of a careful study of grants, deeds and wills, but the fact remains that, because these early settlers owned land in the places marked by a dwelling; it is no assurance that buildings had been erected as early as 1647. They must have had some sort of a habitation on removal to Redding; and the Map shows for the most part, the locations of early Homesteads as they passed to the children or to the eldest son as was the general practice. All were within the limits of the town of Wakefield.

Note: See Historical Chapter IV for more details regarding individual Homesteads.

- 
- |                        |  |
|------------------------|--|
| No. 1 Francis Smith    | On the westerly side of Main street, a short distance, east of the present Wakefield Junction Railroad station.  |
| No. 2 John Smith       | On the easterly side of Main street at the southeast corner of Nahant street.  |
| No. 3 Henry Felch      | On Westerly side of Main street south of Mill River, the outlet of Crystal Lake. This is only a probability. A descendant was living in this location in 1750.   |
| No. 4 George Davis     | On Westerly side of Main street, near the present High School. Land descriptions bounding west on the Charlestown line favor this location.  |
| No. 5 Rev. Henry Green | The first minister. Northeast Corner of Main and Water streets, where the Wakefield Town Hall now stands. There is an old grant description that raises the question that perhaps the original owner of land at this point was Lieut. Thomas Marshall. |



(Continued)

KEY TO MAP OF 1647

- |                               |   |
|-------------------------------|---|
| No. 6 Samuel Dunton           | On northerly side of Corne Mill River, near the northeast corner of Water and Crescent streets.   |
| No. 7 John Poole              | North side of Corn Mill Road, near where the present Vernon street enters Water Street.   |
| No. 8 Thomas Parker           | On easterly side of Crescent street facing what is now Mechanic street.   |
| No. 9 The First Meeting-House | Westerly side of Main street, south of Albion street.   |
| No. 10 Jeremy Fitch           | Easterly side of Main street, between Salem and Pearl streets; homestead set well back in the direction of Pleasant Street.   |
| No. 11 Josiah Dustin          | Easterly side of Main street, Lakeside near the present Lawrence street.  |
| No. 12 William Martin         | Easterly side of Main street, Lakeside next north of the Dustin homestead.  |
| No. 13 Edward Hutchinson      | Easterly side of Main street, Lakeside, next north of William Martin, later in possession of Thomas Nichols.  |
| No. 14 William Eaton          | Easterly side of Main street, Lakeside, above Aborn Avenue.   |
| No. 15 Jonas Eaton            | Easterly side of Main street, Lakeside, next north of his brother, William Eaton.   |
| No. 16 John Bachellor         | Easterly side of Main street, Lakeside, near the present Cordis street.   |
| No. 17 Nicholas Brown         | Easterly side of Main street, Lakeside, next north of the Bachellor homestead. There was a dwelling house on the Brown land early, but when it was built is at present unknown. |
| No. 18 Edward Taylor          | Easterly side of Main street, Lakeside, probably within the location of the Beebe estate of the present day.  |



(continued)

KEY TO MAP OF 1647

- No. 19 Robert Burnap Sr. Homestead was east of Lot End Road. (Vernon street), and south of the old Reading-Salem road, (Lowell street). He was not listed in the 1647 grant but was there very soon after.
- No. 20 Jeremiah Swain On the easterly side of the early Reading-Salem road, south of and near the junction of Lowell and Salem sts.
- No. 21 Nicholas Brown His early Homestead was on the westerly side of the early Reading-Salem road, some distance north of Montrose avenue.
- No. 22 Isaac Hart Southwest corner of the present Church and Common streets, facing what was later known as "Meeting-House Green." This location was early known as "Hart's Corner."
- No. 23 William Hooper Southerly side of Church street at the south end of Reading Pond, at or near the present old Hartshorn house.
- No. 24 Thomas Kendall His homestead was on the southerly side of Prospect street, on the easterly corner of the present Cedar street. The old James Emerson house now standing is on or near the same site.
- No. 25 Richard Walker Northerly side of Elm street, west of Winn street. This site was later known as the "Winn Place."
- No. 26 Abraham Briant Southerly side of Elm street, the old and early road to Woburn, and east of Parker Road.
- No. 27 Thomas Hartshorne Westerly side of Elm street, near the present Western Avenue. There is reason to believe that Elm street was early used as Reading's Training Field. Its extraordinary width may be thus explained.





(Continued)

KEY TO MAP OF 1647

- |        |                       |  |
|--------|-----------------------|--|
| No. 28 | William Cowdrey       | Northerly side of Prospect street, Cowdrey's Hill and east of Parker Road.   |
| No. 29 | William Hooper        | Northerly side of Prospect street, near the intersection with Hopkins street. "See Historical Sketch page 104"                               |
| No. 30 | Thomas Clark          | Southerly side of Prospect street, near its junction with Park Ave.  |
| No. 31 | Thomas Taylor         | Southerly side of Prospect St. Cowdrey's Hill, close to where Summit Ave. enters. His pasture extended south to the early Charles-town line. |
| No. 32 | Sergt. Thos. Marshall | Southerly side of Prospect St. is a probability, alto his homestead at one time may have been in the southeasterly part of Reading.          |

The locations of the dwellings of Henry Felitch, Jr., John Pierson and Samuel Walker, all named in the 1647 grants have not been determined. Walker went early to Woburn and Pierson later to Lynn End (Lynnfield).

It is to be noted that no early homesteads appear to have been located on the westerly side of Main street, from Lafayette street to Water street. Early owners of land in this section were; Robert Burnap, Abraham Bryant, William Cowdrey and Ephraim Savage. It is probable that these men may have lived at one time on their land west of Main street in the centre of the new town. Eaton's History records that Cowdrey had a house early south of Albion street. It was probably near to Water street, where his land lay.



## FIRST GENERAL DIVISION OF LAND

## IN REDDING

OCTOBER 6, 1647

On Page 3, of the official records of the Town of Redding, under date of October 6, 1647, appears a list of early Settlers given grants of land in what is believed to be the first general Division of Common Lands. Little is known of what happened earlier; only individual, Special grants not sufficiently described to be wholly identified.

To	Jeremy Swain	-----	12	acres.
"	William Cowdrey	-----	22	"
"	Thomas Kendall	-----	24	"
"	John Smith	-----	18	"
"	Thomas Parker	-----	15	"
"	Thomas Hartshorne	-----	5	"
"	John Poole	-----	26	"
"	William Hooper	-----	9	"
"	Henry Felch Jr.	-----	5	"
"	Thomas Marshall	-----	9	"
"	Isaac Hart	-----	15	"
"	Francis Smith	-----	30	"
"	Jonas Dustin	-----	10	"
"	Nicholas Brown	-----	30	"
"	John Pearson	-----	15	"
"	Mrs. Green (Rev.)	-----	17	"
"	Henry Felch	-----	9	"
"	Sergt. Marshall	-----	20	"
"	George Davis	-----	11	"
"	Samuel Walker	-----	14	"
"	Edward Taylor	-----	11	"
"	Zachery Fitch	-----	18	"
"	Thomas Clark	-----	6	"
"	Robert Dunton	-----	7	"
"	Jonas Eaton	-----	11	"
"	Samuel Dunton	-----	9 $\frac{1}{2}$	"
"	William Martin	-----	14	"
"	Jeremy Fitch	-----	8	"
"	Richard Walker	-----	25	"



## FIRST GENERAL DIVISION OF LAND

(Continued)

We can only surmise the excitement on that first division of lands, in what is now Wakefield. The drawing of lots for future home and farm sites was a momentous occasion; on the other hand perhaps the limited number, after early prospecting, just naturally took such lands as suited their fancy and said to others, "here I locate my house, here I take the land I need, and here I settle with my family." Nevertheless, we must believe that the settlement began upon a more orderly plan, based upon a survey of not too great a certainty as to anything more than a rough estimate as to area of the individual lots.

In the first recorded division, in 1647, we find the same early group directing and profiting under the division, Nicholas Brown, William Cowdrey, Jeremiah Swayne, Thomas Marshall, John Poole, John Smith and Richard Walker. That they looked carefully after their own needs is apparent from later conveyances of land from them as owners.

In some of the early grants by the Town, there is a reservation "if there be that much land to be granted," indicating that the town did not have any accurate knowledge of the areas of lands previously granted. Ministerial lands, both upland and meadow, were of early importance, and as ministers follow each other, their lands had to be liberally set aside. Henry Green, the first Minister, who was ordained in Redding in 1645, came from Watertown, where he had been granted seventy-two acres.

It has been held that the first division referred to, confirmed land, in or near the centre of the settlement, but here we face an early grant that "Lot No. 1, in the First Division" was given to William Cowdrey, and this was on Cowdrey's Hill.

As late as 1687, we find that John Merrow's deed to Nat'l Goodwin, bricklayer, for £8, "eight acres of land, First Division Lotts, bounded easterly by land of Nat'l Cowdrey, Sr.," which was formerly his father's, William Cowdrey being Lot 1 as above mentioned.





The small acreage granted each Freeman or settler, in the first recorded division, the assumption is that these grants were in the territory, now the Town of Wakefield.

This division was conducted by William Cowdrey, Thos. Marshall, John Smith, and Richard Walker.

There is no known reason why Cowdrey, Poole, Francis Smith, Nicholas Borwn and Richard Walker were granted acreage in excess of the expressed limitations. Eaton's History, makes brief mention of this division, dismissing the subject with these words; "but to particular assignments of lots, under this order, has not been preserved." The 1647 list evidently escaped the sharp eyes of our learned historian.

These twenty-nine names, may be rightfully considered as the original and first settlers of Ancient Redding.

We have no explanation of why the names of John Damon, William Eaton, and perhaps a few others, do not appear, as it is established by other authentic records that they were settled in Town as early or earlier than 1647. This gives credence to the supposition that there had been earlier grants to those coming from more distant places than Lynn to settle in the town. We know that William Eaton, coming from Watertown was granted land as early or earlier than 1642.

The lots facing the Great Pond (Lake Quannapowitt), for much of the way from the Common to the North, appear to have been of uniform size of thirty acres, but we find no town record of such grants, only the deeds of later years give evidence of this allotment of grants or by purchase. There is a possibility that some early settler was granted large acreage there, divided it among his fellow settlers; but still this is not substantiated by recorded deeds. These Lakeside lots, for the most part were probably about twenty-eight poles wide and extended easterly into the meadow beyond the present Danvers Railroad location. Across the easterly ends of these lots was a roadway, known then as "Lott End Road," the Vernon Street of today. Several early deeds definitely described this road, as being at its northerly end a portion of the first Highway from Reading to Andover by way of the Saw Mill, and over upland to Haverhill Street, and thence in a straight line to Lob's Pond on the Ipswich River, and the beginning of the old road (via Lowell and Salem Streets) to Salem



The vagueness and absence of early records, create many puzzling problems. When and from whom, did George Taylor obtain three of these thirty acre lots on the east of the Great Pond, that he sold in 1642 to Nicholas Brown? Where did Richard Sadler obtain the great tract of land of 500 acres, extending from Smith's Pond eastward for more than a mile, land that later came into possession of Francis Smith? These, and many other similar problems confront the researcher. These are only two instances of many.

Reading's first settlers, being farmers for the most part, and fresh from their temporary residences here and elsewhere, in the fall of 1643, were aided in some of their problems by the following order of the Colony Court:-

"Whereas it is found by experience that there hath been much trouble and difference in several townes about the manner of planting, sowing, and feeding of common corne fields, and that upon serious consideration wee finde no generall order can p'rvde for the best imprement of every such common field, by reason that some consiste onely of plowing ground, some having a great part fir only for planting, some of meadows and feeding ground, also so that such an order may bee very wholesome and good for one field may be exceeding ----- and inconvenient for another, it is therefore ordered, that when the commoners cannot agree about the manner of imp'rement of their field, either concerning the kind of graine that shall be sowed or set therein, or concerning the time or manner of feeding the herbage thereof that then such p'sons in the severall townes that are deputed to order the prudenciall affairs thereof, shall order the same, or in case where no such are, then the major part of the freemen, who are hereby enjoyned with convenient speed to determine such difference as may arise, etc."

Early settlers were quick to discover and judge the value of large areas of meadow and swamp land with rich "greene grass." This same "greene grass" was also to some extent on the uplands. Some years before the settlement of Lynn and Reading there had been a severe plague among the Indian tribes in the Massachusetts Colony territory, and it has been held that there "greene grass" areas were the abandoned gardens of the 'dark skinned' people, victims of the aforesaid plague, Indians who had inhabited here for hundreds of years before the white man came.





In many sections, the names of Indians known to the settlers has been perpetuated. We have Lake Quannapowitt, being the name of James Quonopohit of Natick, alias Rumney Marsh, who with his wife Mary, were grantors in the Indian Deed, of 1687, affirmed as true and sole owners, with David Kunkshamooshaw, grandson of old Sagamore George -No-Nose, alias Wenepoweekin, and other Chiefs, to the Reading lands. That old Indian deed of 1688, reads in part:

"We, (the Indians) doe lay claim to the lands in the two towns of Lynn and Reading, stand upon, and the dwellers thereof possess, that ye right and title thereto is ours, and belong to us and ours, but, however, the townships of Lynn and Reading, having been so long possessed by the English, and although wee make our clayme, and ye Selectmen and Trustees of both towns, pleading title by grants of Courts, and purchase of old of our predecessor, George Sagamore, We the Claymers jointly together, and every one of us, for and in consideration of ye summs of sixteen pounds of current sterling money in silver, in hand paid to us, convey all our right, title, interest and claim freely, fully, clearly, and absolutely to the Selectmen of Lynn and the Trustees and prudentialls for Reading, and confirming all grants of Courts, etc."

Reading's share of the 16 pounds was 10 pounds, and the Town's Trustees and prudentialls accepting this deed were "Mr. John Browne, Capt. Jeremiah Sweyne and Lieut. William Harsey." This Indian deed is preserved in the County records at Salem.

The two Rivers, Saugus and Ipswich, were notable water-ways, and most ideal boundary limits, and of equal importance were the swamps along their borders. It is believed that these rivers teemed with fish, a very necessary adjunct to the food problem. That alewives were plenty, at times in the Saugus River, spawning in both our ponds, is indicated in "NEW ENGLAND PROSPECT" written by William Wood of Lynn, in 1633.

"Northward up this River (Saugus) goes great store of Alewives of which they make good Red herring; this is likely to prove a great enrichment to the land, being a staple commodity in other countries, for there be such innumerable companies in the river that I have seen ten thousand taken in too hours by too men."





So important were these alewives to Reading families, that, to protect their interest they protested violently and successfully to do away with the dam at the Saugus Iron Works, "so as to allow the fish to come up to Redding's Great Ponds." The petition to the Court reads, "that whereas the Iron Works at Lynn, stop fish from coming up to refresh and relieve the people, something may be done to remedy the matter."

With the early Homestead of Francis Smith, as with others, an easy solution of location is possible. Eaton's History, tells us that Francis Smith, coming from Watertown in 1647, "owned a large tract of land in the vicinity of Smith's Pond, (so named for him) and extending into Woodville (now so called). This land he purchased of the Indians, it is said "for a jack-knife and some other articles of cutlery." This present research brings out real facts, for in 1646, Richard Walker and Lieut. Thomas Marshall sold to Francis Smith for 30 pounds, five hundred acres of upland and meadow land, formerly of Richard Sadler, bounded south by the Township of Malden; west by the Pond and land of John Gould, (Charlestown, later Stoneham); north by the river and lands of Thomas Clark and Lieut. Thomas Marshall; east by land of Richard Boutten of Lynn, and south-east by Common land of the Town of Boston (the three County Bounds and so-called Boston Pan handle), a short distance south of Castle Rock. All of which appears of record at the Middlesex So. Dist. Registry of Deeds, Book 7, page 83.

This, however fails to discover where and from whom Richard Sadler obtained the land sold. The answer is doubtless in the lost early grants of Lynn or Reading, never to be forthcoming. The jack-knife purchase may have referred to the payment in 1686 of three shillings, six pence, by Francis Smith, as his part of 10 pounds payment for Indian land, but his payment was by Francis Smith's grandson, Deacon Francis Smith, who was not born until seven years after his grandfather's death.

Regarding the Sadler 500 acre tract, there is reason for the belief that this tract was the 500 acres granted originally to Edward Howell by Lynn in 1638, and from him passed into possession of Sadler.

Geo. Rogers Howell, M.A., State Archivist of New York, an authority on the Howell family, says that Edward, (baptized 1584), after selling his lands in Marsh Gibbon, Buckinghamshire, England, came to America; and went first to Boston, where he enrolled as a freeman March 14, 1640; he soon removed to Lynn, where he had a grant of 500 acres near Lynn.



That Howell probably very soon disposed of his 500 acre grant, for in 1640, he, with others purchased of the Indians (he wrote the agreement) a tract of land called Southampton, on Long Island, New York, to which place he removed, built a large house, and was a magistrate until he died in 1655. He is said to have been "one of those sturdy Colonists, who made the first English settlement in the state of New York, about June 15, 1640." His widow Elinor, (a second wife) administered her husband's estate Oct. 6, 1665.

Previous to removal to Reading, the first settlers attended the Lynn Meeting House, early known as the "Sixth Church of Christ." This house was on a level land, underfended from the cold Northwest wind; and therefore made with steps descending into the earth. "The highways were few, strait, and comely, yet but three of Houses, the people most inclined to Husbandry, have built many Farms Remote Here."

As early as 1644 Johnson, in his History of New England Days of Reading; in 1653, says:

"The Town of Reading had her foundation stone laid about this time, The Town is well watered, and situate about a great pond; besides it hath two mills, the one a saw mill and the other a Corn-mill, which stand on two streams; her habitation is fall'd in the very centre of the country; they are well stocked with cattle, for the number of people they have," etc.

Perhaps it was Deacon William Cowdrey of Linn Village, who stood on the "Common" and carried out a Court order of 1642:

"that he who is to cry things lost shall keep a booke when he shall write down faithfully all such things, with the marks, the p'ties names and the dayes of crying it, for wch he shall have 2d. He is to crye at 3 several times; and the order is to bee observed in every town."

That there had been "taking" of land without too great care as to the method, or time of taking, is shown by a town record, Memorandum in 1649:

"No land shall be given to any man but what shall be propounded orderly to the Town at a Public Town Meeting; -- that nothing may be done hastily."





## SECOND DIVISION OF LANDS IN 1652

The 1644 agreement with Woburn, as to the extension of Reading's bounds westward to meet their town line, opened up a large territory for further division among the inhabitants of Reading.

This division occurred in 1652, when the Town ordered Lotts to be laid out on the Woburn line on the Playne next to Birchen Playne. This land is within the limits of the present town of Reading.

The men drawing these lots were:

Henry Felch	10 Acres	Jeremy Fitch	10 Acres
Ensign Marshall	20 "	William Cowdrey	20 "
Jonas Eaton	11 "	Josiah Dustin	10 "
Samuel Dunton	10 "	Thomas Parker	15 "
Henry Bellfloure	17 "	Thomas Clark	10 "
Thos. Marshall	10 "	William Martin	14 "
Isaac Hart	10 "	Robert Dunton	10 "
Jeremy Swayne	12 "	Edward Taylor	11 "
John Batchellor	10 "	Samuel Walker	14 "
John Pearson	14 "	William Hooper	10 "
Nicholas Browne	20 "	Thomas Kendall	14 "
Capt. Richard Walker	20 "	William Larkin	10 "
Francis Smith	20 "	William Eaton	10 "
Zackery Fitch	18 "	Thomas Taylor	10 "
John Poole	20 "	John Damon	10 "
George Davis	11 "	Robert Burnap	10 "
John Smith	10 "	John Wyley	10 "

This was believed to be the second earliest list of male inhabitants of the town, as officially given in Reading's town book.

Reading land looked very inviting to those first settlers. There was plenty of land, upland, meadow, woodland, hills, springs and swamps, --a right spot for a town. The choice of home sites, and farm land proceeded with little delay; divisions followed the surveyor, and often before, if we may judge of various misunderstandings and law suits; adjudications by individuals and settled by the Court. Within a few years most of the lands, all the best, had been allotted in what were termed First and Second Divisions, and the Divident.





## THE 1651 COLONY GRANT

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The urge early came for more land; settlers were indeed land-hungry, and it seemed right and proper to take while the taking was good. This led in 1651, to the Colony Court, granting to the inhabitants of Reading an additional grant of a content of two miles lying to the north, and extending from Ipswich River, the early bounds, north to Mr. Bellingham's farm, now Andover, on the north part.

A photostatic copy of the original petition is shown on the following page.

Two years previously, a bridge was built over the Ipswich River, four miles from Reading. This opened a new way into Reading's newly acquired land that became attractive to some of the then settlers of Salem.

As early as 1653, the Court appointed a Committee "to lay out a County highway from Andover to Redding." This Committee, of which Capt. Richard Walker and Thomas Marshall represented Reading, followed the lines of a cart path from near Nicholas Holt's farm in Andover, straight south to Sadler's Neck at the Ipswich River, and thence south in a "straygt lyne" to the head of the Great Meddow, to the Saw Mill in Redding, and thence through Common Corne fields to the Meeting House." This was the early road north to Andover, except that Zachariah Fitch and Joseph Dustin, who had land near the Meeting House, objected to the road passing thru their planting ground, and an earlier driftway, passing eastward near the present Sweetser street was ordered substituted for the proposed new highway.



## THIRD DIVISION OF COMMON LANDS

So we pass to the year 1658. The two mile grant was now ripe for allotment as surveys had been completed for a second time by the General Court, this time by Maj. Shubal Walker. So the town ordered "that the meadows in the "Two Mile Grant" shall be divided into three rows from West to East, beginning at the east end at the Ipswich River, and then to take all the meadow in the Four Miles, and so run to the West part of our bounds." This was a real acreage division and added tremendously to Reading inhabitant's holdings. Richard Walker was given 200 acres, Nicholas Brown 327 acres, Robert Burnap 399 acres, Rev. Samuel Haugh 399 acres, George Davis 204 acres, John Bachellor 226 acres, Thomas Clark 277 acres, William Cowdrey 188 acres, Thomas Kendall 214 acres, John Poole 206 acres, John Smith 190 acres, William Martin 190 acres, and so on to 41 Reading Freemen, now ready for all new comers with some fine meadow and upland to farm or to sell. Yet it was not until 1666 that the Court laid out this "Two Mile" grant and confirmed the same.

1660

This was an eventful year as it started a movement by which each early settler was to consolidate his holdings of land by grants or purchase. This was accomplished the next year by a town vote:-

"Ordering that all the priviledges of land, timber and commons shall belong unto the present houses, now erected, and to no other that shall be erected hereafter."

There were scattering town grants in 1660, giving an indication that some of the lots previously granted on Cowdrey's Hill were of a uniform size of ten acres:

1660 Feb. 4 to John Damon,  
"1 $\frac{1}{2}$  acres at the end of his own  
10 acres lot, that he build  
upon it."

1660 Feb. 4 to Nat'l Cutler,  
"1acre at the side of his 10  
acre lot."

1660 Dec. 3 to William Hooper,  
"10 acres to lay at the end of  
his 10 acre lot, and against  
John Damon's 10 acre lot."



## THE FOURTH DIVISION OF COMMON LANDS

This took place in 1666, when all the land in the Great Swamp and other swamps, not then allotted, were granted to 57 Reading men, according to their ministerial rates. Those given preference and largest acreage were in part; Parson John Brock, Jonas Eaton, Robert Burnap, George Davis, John Poole, Thomas Kendall and Edward Taylor, in the order mentioned.

The granted lots were in the Great Swamp, Ash Swamp, Bare Meadow, Dirty Brook Meadow and some other minor locations.

Against the above is a Town order on Feb. 3, 1672, that "Matthew Edwards and John Bachellor are appointed to survey and lay out the Great Swamp,- lots to be drawn."





## FIRST AUTHENTIC LIST OF HOME OWNERS

1667

It was twenty-eight years following the probable first settlement in Ancient Reading, before the town records revealed an accurate list of those early settlers, who had built houses in the town. It disclosed the fact that in 1667, there were 59 home owners, and the list follows.

FEBRUARY 10, 1667MEMORANDUM:

Town ordered and agreed that all the privileges of land, Timber, and Common shall belong unto the present Houses now erected and to no other that shall be erected hereafter.

Note: This year there were 59 houses built in Reading, owned by the following inhabitants:

John Bachelder	Ralph Dix
Henry Bellflower	Samuel Dunton
James Boutwell	Samuel Dunton, Jr.
John Brock (3 privileges)	Josiah Dustin
John Browne, Sen.	Jonas Eaton
John Browne, Jr.	William Eaton
Nicholas Browne	John Eaton
Cornelius Browne	Henry Felch
Josiah Browne	Joseph Felch
Abr'm Bryant	Benja. Fitch
Thos. Burnap	Samuel Fitch
Robert Burnap	Isaac Hart
Robert Burnap, Jr.	Daniel Hartshorn
Thomas Clark	Thomas Hodgman
William Cowdrey	William Hooper
Nathaniel Cowdrey	Thomas Kendall
Nathaniel Cutler	George Lilley
John Damon	Henry Merrow
Benja Davis	Tho. Parker (2)
Joseph Davis	Hananiah Parker
John Parker	Edward Taylor
James Pike	George Thompson
John Smith	Tho. Tower
Benj. Smith	Tho. Hartshorn
James Stimpson	Richard Nichols
Richard Sutton	Matthew Edwards
Jeremiah Swayne	Nathaniel Goodwin
Jonathan Poole	John Weston
Thos. Taylor	John Wiley



That there were minor divisions of common lands at divers times is reflected in a town memorandum of Feb. 4, 1677, as follows:

"Granted 6 acres each to John Dunton, Samuel Lamson, James Pike Jr., Samuel Damon, Thos. Nichols, William Robbins, Jonathan Parker, Seabred Taylor, John Burnap, and William Nichols, on condition that they do not sell, give, or alienate to no other person but unto the above named To act contrary is to forfeit their land."

This was a division of sixty acres, but the location is not given.



## FIFTH DIVISION OF COMMON LANDS

1692

That any common lands remained undivided for over 50 years is certainly inexplicable at this late day. Nevertheless it is to be recorded that the Reading town fathers had discovered some areas of ungranted land in the easterly and westerly portions of the town, so they requested the inhabitants to come and take it. There were 80 men who came forward. The ministerial rate preference again prevailed, and those first taken care of were: Capt. John Browne, John Dix, Thos. Boutwell, Maj. Jeremiah Swayne, John Nichols, Dea. Benj. Fitch, Hannaniah Parker, Parson Pierpont, Jeremiah Swayne Jr., John Bachelder and James Boutwell Sr. The record does not indicate the amount of land granted to each man.

In the early choice of Reading's town officers, the ballots used were corn and beans; corn yeas, beans nays. To prevent fraud the Court had ordered the year before Reading's incorporation a penalty "if any freeman shall put in more than one paper or corn for the choice of any officer, he shall forfeit 10 pound for every offense; or any man that is not free casting in any vote shall forfeit the like sum of 10 pound."

In Reading's early town records, we find action in town meeting briefly and methodically entered, the three ever-present questions concerning first-grants of land; second meeting house and church affairs; and third, matters of town government. Of the earlier records, lost for only a few, but most important years, we may hazard a guess that they had to do almost exclusively with the "taking" of homestead land and the building of homes and the settlement of families.

It seems a far cry back to the days when Reading's selectmen called the annual town meeting in his Majesty's name and year, invariably added "in the ----- year of the reign of our Lord, King of England."

The early Colonists came as members of "A Companie of England," and under stipulated obligations. In return for investment in companies share, grants of land were promised, acreage and locations being determined by the importance of the individual and the amount of money advanced. There were large grants in early Lynn: 500 acres in a number of recorded grants. These may have been given under such agreements, but these grants, we believe, never touched Reading territory except possibly, the 500 acres from the Saugus River to Smith's Pond, that later passed into the hands of Thomas Marshall and Richard Walker, and then by them conveyed in one parcel to Francis Smith in 1646 for 30 pounds.





In this deed it was stated that this 500 acres was land "formerly owned by Richard Sadler." It is not believed that this had any connection with Lynn's grant of 200 acres to Sadler in 1638; was probably a gift or purchase from Edward Howell as previously described.

To more firmly establish right to land holdings, the town, on Dec. 7, 1668, voted:

"That no man after this date shall come into town, here to inhabit, without the consent of the town, but he shall put in security to secure the Town of all charges that shall come thereby."

This cloture was not strictly enforced, or because new families coming into the town to inhabit were of means, for those times, and were eager to buy land, did not prevent a considerable increase in population. For the twenty years from 1667 to 1686, the male population increased from 59 to 92, all of whom contributed to the Reading's share of 10 Pounds to pay the Indians for lands bought of them many years before.

### 1660

The year 1660, loomed large in town affairs:

- 1st There was an agreement between Lynn and Reading in the location of the old road connecting the two towns, that is, what is the Nahant street of the present day; beginning at the easterly fence of John Smith's land and running easterly, passing Bushy Pond, to south of Castle Rock, and on east to the Bridge over the Saugus River to Lynn.
- 2nd There was an agreement between Lynn and Reading regarding the town line extending from "Tobacco Hill" at the northerly end, and the Ipswich River south, by the Great Swamp, and continuing south by the Saugus River, on to the "Three County Bounds," where it touched Boston town lands, known as the "Boston Panhandle."



3rd There was an agreement between Charles-town and Reading as to their bounds on the west side of Reading, passing near to John Gould's homestead.

4th There was an agreement between Reading and Woburn to settle the more westerly and Northerly bounds, running south from "Nods Neck."

5th There was a settlement of the town line between Reading and Andover. The lines placed Martin's Pond and Swan Pond within the limits of old Reading. In this important adjudication, William Cowdrey and Jonas Eaton gave good service to Reading.

Next followed the town action above referred to, to consolidate title to property then held by the inhabitants.

The early Homesteads, as we have shown, were all within the limits of the present town of Wakefield, early known as the First Parish.

It was not until about 1666, more than twenty-five years after the first settlements, that any dwellings were erected in what is now Reading. In the 1667 list of house owners in the town the only name mentioned at "Wood End," the early name of the Third Parish, was that of Henry Merrow, yet he was taxed in 1666. Merrow married a young widow, Jane Wallis in 1661, in Woburn, where he lived until 1664, when he bought eleven acres of George Davis, bordering on West street at Woburn St. of today, bounded north on the Common land; northeast on the town highway; southeast by land of Jeremiah Fitch; and southwest on the common lands. (Midd Deeds, Book 6, Page 353.) It is believed that Merrow's house was the first in what is now Reading. The same year Merrow bought 5 acres of William and Martha Eaton, located in Hundred Acres (Midd. Deeds, Book 6, Page 355). In 1677 Merrow bought the Fitch ten acres lying to the southeast of his Homestead (Midd. Deeds, Book 6, 357). Merrow arrived in Reading in time to draw more land in the division of the great Swamp in 1666. When he died in 1685 at the age of 60 years his estate, valued at Three Hundred Thirty-Two Pounds was divided, the Homestead going to his eldest son Daniel, after the decease of the widow. "Wood End" was settled mainly by the children of the first settlers, and none of those who later inhabited that section of the town had yet married, been taxed, or were recorded in the Middlesex Registry of Deeds as early as 1667.





The second authentic record of a Homestead in the present Reading, is that of "John Eaton of the Playne," on the south side of Grove Street, north of Lowell street. He was the eldest son of Jonas, the first settler, who in his will 1674 left a 50 acre farm with the buildings partly finished at the said location. It was his son Joseph, who built "Slab City Mill" on the now Lowell road.

Jonas had built on this land in anticipation of the marriage of his son, as is clearly shown by his last will and testament. When "John of the Playne" died in 1717, he left to his youngest son, Thomas, born 1685, all his homestead, barns and orchards.

The third house in this Third Parish, was that of Dea. and Capt. Thomas Bancroft (1649 - 1718), who married Sarah, daughter of Jonathan and Judith Poole, in 1673, and established their home on land given them in 1673 by Lieut. Thomas Bancroft of Lynnfield and Capt. Jonathan Poole of Reading, fathers of the couple. The name of Dea. Bancroft first appears on a Tax list of Feb. 1673.

In 1677 the town gave Thos. Bancroft the liberty "to remove the highways at the south side of his lots, where he now dwells, a little lower on better ground." This is supposed to be the Haven street in the Reading of the present day.

The land given the junior Bancroft by Jonathan Poole, his father-in-law, was 26 acres of upland, bounded on the north by Zackery Fitts, on the east by a town highway, on the south by Henry Merrow, and on the west with the common land of the town. In the same deed, April 25, 1677, he gave Thomas Jr., "two-fifths of the privileges of wood and herbage of my new dwelling house." Then follows the following sentences:

"This was done before we herd of the meaning concerning woods is woods, and woodland, if it be so divided by the town. This explanation about the wood and woodland was by my own hand before the acknowledging before authority."

The fourth house, in order of time, was that of Ensign Nathaniel Parker, who married Bethiah Polly of Roxbury, in 1677. Their house was the first to be built near the Reading Common of the present day; was at the corner of Haven and Sanborn streets, opposite the present post office, and the farm land included, all the land on the west side of the main business street, from the Cemetery on the north to Washington street, on the south and west. A recorded statement that he built the first house in "Wood End" is thus proven to be erroneous. Occupants of old houses often assert that they are from 200 to 250 years old, but can give no facts to support this statement, except that the land is mentioned in some general division of the Common lands.





Grants or purchase of land does not necessarily infer a dwelling house on said land.

To locate the first dwelling in Ancient Reading, in the order of their erection is clearly impossible. Nicholas Brown, William Cowdrey and Zackery Fitch and Edward Taylor and probably others, were doubtless building homes at about the same time. It is doubtful if any permanent Homestalls were occupied before 1642. That year Edward Taylor sold 90 acres to Nicholas Brown, located on the east shore of Reading's "Grate Pond." Why should he buy land when the town was giving it away? The same year Richard Walker was granted 27 acres of upland "on the Playne" on the west side of Reading's Pond, extending thru to Elm Street, with two parcels of swamp for good measure. This same year William Cowdrey was granted several large lots, 60 acres Upland, 22 acres meadow and two small meadows.

If we assume, with some basis of fact, that the land along the east shore of the "Grate Pond" was divided into thirty acre lots, each with a frontage of 26 poles (as evidenced by an agreement between Browne & Taylor) then we say that Nicholas Brown, George Taylor, John Bachellor, Jonas Eaton, William Eaton, Josiah Dustin, and Zackery Fitch had homestalls there about 1642, or soon after. The Eatons first came to Watertown in 1637, later removed to Reading, accompanied by John Damon, a step-son of John Eaton, an early settler at Dedham. Coming such a distance, their coming was probably to a permanent settlement, but the motive of these removals remains unsolved. An old record in Book 1, Page 81, Suffolk Registry of Deeds, tells that Jonas Eaton bought his 6 acre lot in Watertown, of Simon Onge and sold it 16th of the 11th month 1646 to Richard Cutting. This deed was acknowledged before Gov. John Winthrop.

Richard Sadler, Geo. Taylor, Hugh Burt, and Boniface Burton probably never had a house in Reading. They owned land, Sadler disposing of his holdings just before his early return to England. Burton sold his 60 acres in the east part of the town, bounded, south in the Saw Mill River in 1660 to Daniel Hutchins of Boston. This land was bounded on the East, partly by land of Nickolas Brown, and partly by the Saugus River and on the south by the river from Smith's Pond, called "Mill River." Midd. Deeds, Book 7, page 189.



In 1675 the town granted upland to John Eaton "to set up a Tan Yard." He was given choice of two acres at Bear Hill Brook, or one acre between the Great Pond and the Burying Place. Eaton chose the latter spot, but on condition that "when it shall cease to be such, the land is to return to the town." This land was in what is now Wakefield Park, as the old burying ground was where now is the pagoda band stand.

Up to 1679 the town had been granting land with considerable freedom, but this year it was decided that the time had come to sell for Cash. So we find the following Town vote:

"Capt. Swayne, Mr. John Brown and Hananiah Parker are appointed a committee with powers as follows:

1. That they shall not have power to sell above three acres to one man, and that where it will be the least damage to the town and neighbors next adjoining.
2. That they shall have power to sell small lots, or parcels and corners of land, not a damage to the Town, and to set a price by the pole or acre, and to give a legal conveyance.
3. Not to sell any land except for money."

The two mile grant north of the Ipswich River, gave Reading a total area of 17,325 acres, out of which from time to time, some over 600 acres were set aside as town ways and burying grounds. It has been estimated that the rivers within the town bounds contained 14 acres, Reading Pond counted for 247 acres and Smith's Pond (Crystal Lake) for 82 acres. Two other ponds, Martins and Swan were also within the Ancient Reading bounds.

Early attention was given to locating the roads in the town, mere cart paths, but of even greater importance as land boundaries. In 1648, we have the first election of "surveyors of highways, John Poole, William Martin, Henry Felch and John Pierson." One of their first orders, by town direction was "that every man's fence is to be five rayles, or such a fence as the surveyors of fences shall judge to be equivalent to five rayles; to be put up for the sufficient keeping out of cattel and hogges." So it is that in all early wills and deeds, fencing is specifically mentioned.



CHAPTER II

READING'S TOWN BOUNDARIES;

WHEN AND HOW ESTABLISHED





## READING BOUNDS

### HOW FIXED

The story of the eventual settlement of the bounds of Ancient Redding, covers more than two centuries of time. It emphasizes the vagueness, the uncertainty, of where lay the lines of the town, or those of adjoining towns. From the records of the early Massachusetts Bay Colony, and its judicial successors, the following data is revealed:

1635--6

1635 - 6, March 3, The Colony Court "ordered that Charles Towne bounds shall run eight myles into the Country from their meeteing house if noe other bounds intercept."

Corey, in his excellent History of Malden, says:

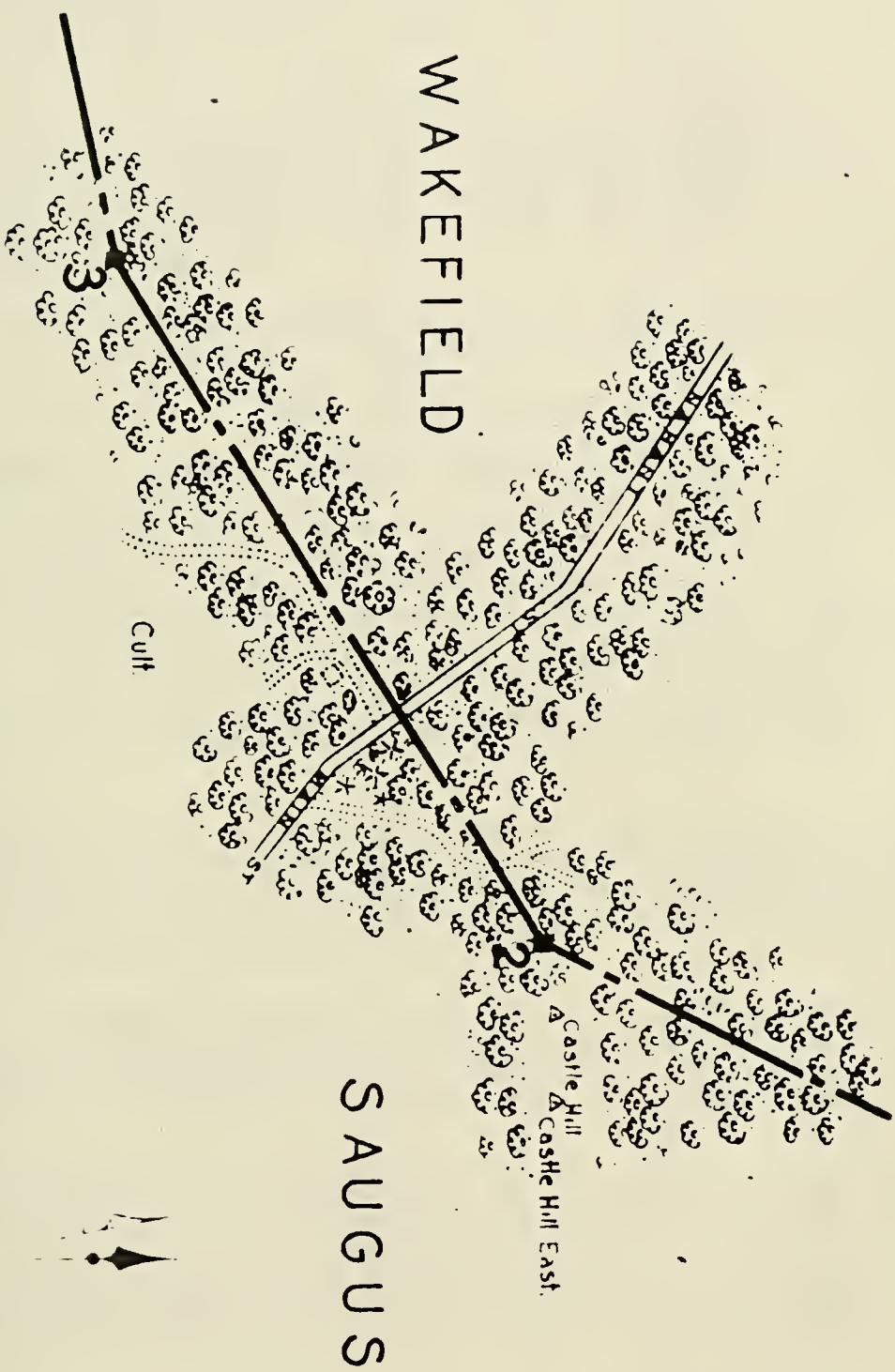
"the limit of eight miles from the meeting-house carried the Charlestown line nearly to Smith's Pond, in Reading, where it met the indefinite line of the Saugus (Lynn) plantation. By a liberal allowance of distance it finally fixed itself at the northeast corner of the pond, at a point which may be readily ascertained by an extension of the northeasterly line of Melrose. Within this bound was included that part of the present town of Wakefield, now known as Greenwood, and part of Wakefield Junction. At the extreme northerly point, bounded by the pond, was a lot of 60 acres belonging to Jos. Hills, which was probably the grant of 50 acres which he was appointed to have after the great allotments were made."

Charlestown was originally an extensive town. From its boundaries came Malden, Melrose, Woburn, Stoneham, Burlington and Somerville, a large part of Medford, a small part of Cambridge, and Reading.

"at this time Lynn had no land, at least west of the Saugus river, and with such an indefinite grant northward it is not strange that the continuations of the Boston-Charlestown line from Black Ann's corner might easily be claimed to a point, some distance to the north of Smith's Pond, where two triangularizations of survey had a common meeting, that is, south of Wakefield's Catholic Church."



# SAUGUS-WAKEFIELD 2-3





1639

The grant of 4 square miles to the Town of Lynn for an inland plantation. Linn Village in 1639; Reading in 1644.

1639 Nov. 5

"Mr. Willi. Hawthorne and Mr. Edward Tomlins are appointed to measure the bounds of Linn and certify how it lyeth for the setting of their bounds & the bounds of the village."  
(Linn Village).

(Their report is shown on earlier pages Chapter 1.)

THE BOSTON "PANHANDLE"

That the Towne of Boston touched the Towne of early Reading is a historical fact. In the year 1639, in establishing town lines between Boston, Charlestown and Lynne, Boston kept in her possession a strip of land running northerly from the Charlestown bounds to a point about one quarter mile southeast of Castle Rock, in Reading. At the northeast corner of this strip of land was placed, somewhat later, a pile of stones, and this point marked the spot where Suffolk, Essex, and Middlesex counties met. Thus it took, naturally, the name "Three County Bounds."

On the northeast was Lynn, and on the southwest was Charlestown, by a line extended in 1636, from Black Ann Corner, northwest, "eight miles from the meeting-house." This old line, still in force, lies to the east of the Greenwood section, Melrose, and Malden.

To be more exact the "Three County Bounds" is situated in woodland, 1050 feet westerly from Main street in Saugus, off Nahant street in Wakefield, about one quarter mile southwest of Castle Rock, on land of Louis Waitt.

At present, the corner mark is a roughly-dressed granite monument 9 X 9 inches in section, the top of which is 3.8 feet above the top of the pile of rocks, two feet in height, and 7 feet in diameter. The letter W is cut on the north face of the bounds, S on the south face, 3 co on the east face.





From the junction of Oak and Nahant streets, to reach the bound, follow Nahant street 1975 feet; thence westerly along a wood-road 350 feet to a fork in the same; thence southwesterly thru the woods 700 feet to the bound.

In De Las Casas "History of Malden," on pages 269 and 270 there is mention that the line was once more run in 1671 "to Reding line as we supposed." It is interesting to note on page 272, that this line run through a man's doorway; and that in 1717, B was marked on one side of his door, and L on the other.

In the Boston Record Commissioners Report, Vol. 7, is a record that the line was established in 1639; the heap of stones erected Apr. 16, 1678, and was referred to as the "3 County Bounds" in 1693. This line was originally agreed upon as early as 1636, but no length was assigned to it.

(The writer is indebted to State Archivist, Albert H. Hall, for these statements of facts.)

Note: Corey, Malden historian: "In 1639 the Court appointed a committee "to settle the bounds between Charles-towne, Boston & Lin.", but I have found no report of the result.

Note: Chamberlain's two volume "History of Chelsea" gives a lengthy story of the Boston Panhandle.

#### 1640

The following detached report is found in the records of the Bay Colony, under date of 20th of the 8th month, 1640. It has to do with Charlestown's head line, at Reading, but no order or further explanation is given. Bearing the names of two Redding men it had to do with the town boundary question:

"It is agreed by us whose names are underwritten, that the line betwixt the Capts (illegible) meadow and the corner bounds at the marked tree shall be divided into three parts, whereof the Capt. is to have one third and three poles, as also at the other side of the plaine from the head line of the medow shall be so divided; and from thence upon a straight line one mile, the village bounds upon Charles-towne head line."

Signed

Richard Sadler )  
Richard Walker ) of Linn  
Thomas Marshall )

Robert Sedgwick )  
Abraham Palmer ) of Charlestown  
Edward Converse )



1640      May 10

1640 May 10

"Charlestown is granted their petition; that is two miles at their head line, provided it fall not within the bounds of Linn Village; and that they build within two years."

1640      Oct 7

"Charlestowne petition is granted them the portion of 4 mile square with their former last graunt to make a village whereof 500 akers is graunted to Mr. Thomas Coytemore to be set out by the Courte; if the towne and hee cannot agree in which they shall not cross the Cambridge line nor come within a mile of Shawshin Ryver & the greatswamp & ponde to lye in Comon."

The Committee to lay out the 1640 Charlestown grant agreed as follows:

"That (beside the land already granted by the Court to particular men) there shall be laid out at the head of the new line betwixt Cambridge line and Lynn, quite thruout, land of such breadth as shall contain 3000 acres." That the bounds between Charlestown and the Village (Woburn) shall be from the Partition of the Ponds to the north-west corner of Mr. Craddock's farm, and from thence to that part of Lynn Village (since called Reading), that turns from Charlestown head line by a straight line," etc.

1641      June 2

"The bounds of Charlestowne Village (Woburn), are to be set out by Capt. Cooke, Mr. Hollicoke and Mr. John Oliver-- the contents to be 4 miles square."

1641      June 2

"Shawshin is granted to Cambridge, provided they make it a village to have 10 families there settled within three yeares."

1642      June 14

"Cambridge is granted land up to the Shawshine River so as it shall not extend to prejudice Charlestown Village Woburn or the Village of Cochitawit (Andover)."



1642          June 14

"Ordered that for deciding the difference between the 2 villages of Charlestown & Linn & for the accommodating of both according to the intent of the Court, Capt. Cooke, Mr. John Oliver & Geo. Nathan Woodward shall viewe the place in question & take the length of Charlestown, 8 miles limit by exact measure & set down the bounds between the two villages as may bee most convenient for both & certify the Court of what they shall do."

1642          Sept. 27

The Courte ordered that Charlestowne Village be called Woburn.

1644          May 29

This date there was "a partition agreement made between Wooburne and Linn Village now called Redding, as follows---

"We, the appointed by the Court, have agreed that the line of partition shall begin at a little brooke in Parly meddowe, where it be-  
ginneeth to turn upwards towards the northeast  
and so to abbut upon Charlestown head line &  
to run north & by west into the country;--  
the point being taken from the needle without  
allowance for the variation---unto which  
agreement we have set our hands this 23rd day  
of the 3rd month 1644.

George Cooke  
John Oliver

Approved May 29, 1644 by  
Jno Endicott

Recorded Bay Colony Records  
Vol. 112 Page 36.

A similar situation existed in every other section of Reading except on its easterly part, where there was no "remoteness from the meeting-House." It shows the bearing that the location of Reading's meeting houses had, not only on town lines, but of separations within its own territory.





Six days after the report was submitted the Freeman and other inhabitants of Wooburne petitioned the Colony Court:

"whether we must wave our Bounds oute in (asmuch) as the Ryver doth (being straightened beyond expectation by Lin Village on the other side." The Court answered that Wooburne "be bounded by Shawshine Ryver and south about half a mile from the Cambridge line."

This is a particularly interesting agreement as it enabled Reading to consolidate and secure all the land lying west and north of the Great Pond to the newly, agreed upon Woburn town. We find no other record or grant allotting this large area to either Linn Village or to Reading unless it was assumed or claimed under the Linn 4 mile grant into the country. It is at all times apparent that those early Reading men were not letting any land escape from their hands if occupation and petition might accomplish their united purpose. The land hungry feeling persisted!

#### 1647

In the Malden records we find that in 1647 a committee was appointed "to lay out Maj. Robert Sedgwick's 200 acres by Reading bounds." Corey says that this grant had been made by the Court in 1639, and it is described in the Book of Possessions as

"Eight score acres of land, by estimation, more or less, scituate at the northeast point of the towne bounds, bounded on the east by the Boston (Panhandle) line, and on the north by Lynne Village."

Corey, says, that he

"failed to discover that it was laid out, or that Sedgwick ever owned land at the head line of Malden."

The term "head line" as applied to early Charlestown line, north, had two meanings: the Smith Pond location being so termed, and also the northern part of Charlestown, against or near to the Shawshin river.



1648            Oct 18

The Colony Court ordered a new survey "of the most convenient place for the way from Reading to Winnetsetmet & to make certificate of their apprehensions thereabouts."

1649            May 2

"Upon the petition of Mistick side men they are granted to be a distinct town and the name thereof shall be called Mauldon."

1649            Oct. 19

Oct. 19 --- "In answer to a petition from the towne of Redding to lay out their line (by a commission from the Courte) it was referred to the consideration of the next Generall Courte, that if they see cause they may attend the Courte thereabouts."

1651            Oct. 14

The Court ordered "In answer to the petition of the Inhabitants of Redding this Court doth graunt them, as an addition to their former bounds a certayn tract of land about 2 miles content, and lying between Mr. Bellingham's farm (Andover) and the great ryver, and so to joyne to their former fower mile grant, so as it hath not been already graunted to any towne or person, nor pjudicing any former graunt."

The phrasiology of this grant is a good illustration of the "sketchy" method of early days surveying and grants to follow. Definite lines were not fixed; "eight miles into the country" may have been sufficient authorization in those days, but was certain to be followed by disputes among towns as to real boundaries. This was the situation following the above 2 mile grant north.

A photostatic copy of the town's petition is shown in Chapter I.

The strange part of this grant is that Reading granted out in 1658, all the land between the Ipswich River, standing upon the official sanction of the Court, in 1651, but the official layout was not given until May 23, 1666. This sanction however appears to have been of a confirmatory nature.

The year after, on May 31, 1652---the Court authorized the laying out of Andover: "the bounds of Andover shall extend southward six miles from the meeting house, provided it prejudice not the grant made to Reading and Woburn."



1653      May 18

"It is ordered that Capt. Richard Walker, Lieut. Thos. Marshall, Nicholas Holt and Richard Baker, or any three of them, shall lay out the common Highway betwixt Andover & Redinge, as may be most convenient for the use of the country & make their return hereof to the next session of the Courte."

1658

A lengthy petition of the Inhabitants of Andover to the General Court "against the encroachment of Cambridge," and a complaint "that the Inhabitants of Redding hath runne their northerly lyne and marked trees for their bounds a mile or more within the limits granted us."

Mass. Archives Vol. 112 Page 99

1660

Andover and Reading were neither satisfied with the bounds fixed, and this year Reading appointed "our loving friends William Cowdrey and Jonas Eaton a committee" to act on the differences between our Town and Andover about ye Bounds betwixt us, now therefore the Selectmen of Redding have accordingly given unto our beloved neighbors full power to act accordingly to their best decision in the Town's behalf in the business they were engaged in."

"We do also engage here to stand to their agreement with Andouever concerning our bounds and we hereunto set our hands.

Reading the 14th 3 month 1660."

"Also, it was granted by the Town that these two men, if they please, to choose one man to act in the business he has power accordingly."

Signed      John Smith  
                  Robert Burnap  
                  Thos. Kendall  
                  Geo. Davis "

Note: The original document above quoted is in possession of the writer.

1661

Reading ordered that John Smith, Jonathan Poole and John Brown lay out the two-mile grant beyond the River based evidently on the grants made three years previous.





1661

This laying out of the troublesome two miles north of the Ipswich River, and adjudication of bounds to the satisfaction of both towns was five years later confirmed by the Court by the following order.

1666      May 23

Following is a true copy of the official grant of 2 miles to Reading, of land north of the Ipswich River.

AT A GENERAL COURT OF ELECTION HELD AT

BOSTON    23rd of MAY 1666.

Whereas, the Hon'ble General Court having formerly Granted to the Town of Reading a Tract of Land of Two Miles lying between their Grant of Four Miles and Mr. Bellingham's Farme & the Great River, & also Ordered them to have it Laid out Sometime before the Court Sat. At the request of the Town This plot of land is layd out & Returned butted and bounded as followeth--- Running from a Pine Tree at A North by the Compass six hundred Rodds--- Joynes to the Town of Reading Land unto B to the Top of the Rocky Hill, and from B east two Hundred sixty eight Rodds to an Oake tree at C mark R. B. and Joines to Andover Lands, and from C South Southeast 8 Degr-- 30-- to E five hundred seventy six Rods, this Line Joynes upon the Governrs Farms to a Black Oak Tree at D marked R. B. and this Line joynes upon Mr. Bellingham's farme, The fourth line runs from D. E. B. N. Two hundred thirty six Rodds to a Wallnutt Tree at E & joynes also at Mr. Bellingham's farme, the Fifth Line from E southeast & by South Two hundred and four Rods to a Black Oake in Salem Line at F. which Line joynes upon ye farme of Thomas Fuller, the sixth Line Runs F west southwest 2d four hundred twenty rods to a Black Oak at G. the which Line is Salem bounds the 7th Line from G. west by North 7d no five hundred sixty eight Rods to a Pine Tree at A alonst the River Side.

By me, Elisha Hutchinson

The Court allows of this Return Provided it Intrench not on any former grants.

A true copy as appears of Record.

Examined by

Geo. Addington Secretary



1678

More trouble over the Andover line arose this year when Sergt. Fuller made a complaint. The Court appointed Jonathan Davenport to survey, and Shubal Walker and Jeremiah Swayne to assist and they reported "that we find that we wanted fower score poles of reaching the former bounds that Andover challenged toward Wills Hill." The Court Allowed and approved of this return.

1679

It would appear that the above survey brought trouble to Reading for Mas. Shubal Walker claimed a 300 acre tract of land for his services, and the Town voted this land to him and the court confirmed the grant. This only made more trouble for, in 1686, Capt. Ephraim Savage, then one of the wealthiest men in the town, sued for possession and title to the said 300 acres of meadow, being part of a tract of land called "Burcham meadow." It appear that Capt. Savage, in right of his wife, contended for the title to the land.

The town appointed Capt. Jeremiah Swayne and Mas. John Brown, their true and lawful attorneys, to defend the town; and the suit was decided in favor of the town. That Shubal Walker continued in possession is shown by his deed of this 300 acres to Thos. Fuller in 1672.

1699

On the 27th of March 1699, at 3 in the afternoon, as recorded in the Boston Town Records, "the pambulators of Reading, Lynn, Boston and Malden, met with the Reading men, Capt. John Brown, Lt. Hananiah Parker, Dea. Benj. Fitch and Thos. Nichols, at the heap of stones at the 3 County Bounds, and with joint consent, run the lines and renewed the ancient mark between Boston and Reading." This was a repitition of a previous peramulation in 1690.

1725

The story of the acquisition of the Greenwood section well illustrates the influence of church members. In part the record follows:

Malden was early set off from Charlestown. Its northerly bounds was near the northerly shore of Smith's Pond in Reading.



1725

In 1725 the General Court decided that Charlestown

"lies commodiously for two townships and the northerly part thereof being competently filled with inhabitants who labour under great Difficulties by the Remotences from a Place of public worship," set off all the lands lying on the east side of Woburn, the south side of Reading, etc. as a township by the name of Stoneham.

"There was at this time, at the northerly extremity of the Town of Malden, a little community of farmers, who, living from four to five miles from the meeting house at Bell Rock became attendants on religious services at the nearer house in Reading." Of these seven were numbered by the Reading Church in 1720/1 as members.

1726

It appears that in the winter of 1726, when, with the approbation of the Town of Reading, the heads of ten families petitioned to the General Court for a separation. Malden town denied this separation, but at a later meeting on May 22 it was voted "that ye tenn familyes yt have petitioned to be Laid off from this town unto ye Town of Reding have Liberty to goe to Reding with there Estates according to their petition."

The General Court gave favorable action.

"The Line by which they would be set off to be as follows; vix, Easterly by Boston & Reading Bounds, southerly upon the fifth Range line between the fourth & fifth Division Lots in the first Dividion; westerly upon the town of Stoneham and northerly on Reading within Half a Mile or less of Reading Meeting house."

Deloraine P. Corey in his "History of Malden" has this comment to make on the above bounds:

"I hardly think that Malden ever included the whole eastern shore of Smith's Pond; altho if the north-eastern line of the town was extended without deviation it must have touched the pond at or near its northern end. Even then it would have been over a half mile from the Reading Meeting house. If the text is correct, the whole of the pond was in Malden, but all the land evidences which I have seen tend to disprove it."







"The petitioners may have been anxious to help their case by shortening the distance. It is to this addition to the limits of the old town of Reading that the town of Wakefield owes the peculiar configuration of its southerly portion embracing the present village of Greenwood. Under it Malden lost some of its wealthiest citizens! It is possible that a controversy between Reading and Malden was caused by a portion of the ministry land, which had been reserved in the allotment of 1695, being included in the territory which was annexed to Reading."

" In 1744 Reading had "refused to run their Malden Line with Reading" and had claimed more than their due bounds, but this settlement interfered in some ways with the rights of the Greens, who had been set off to Stoneham in 1734, and a committee of Malden and Stoneham petitioned the General Court "that no other lands or estate be set off or annexed to Reading than the ten Petitioners set off in 1727."

"And this matter of boundaries remained a bone of contention till 1754 when Joseph Lynde and Ezra Green for Malden and a committee of Reading a Greed and seteled the Line Betwene sd towns in accordance with the following agreement."

"Beginning att a Black Oak tree standing by the Road leding from Reading to Malden about twelve Poals northward of Jonas Green's Barn marked with an R and runing easterly with a straight Line to a heeps of stons Round a petch Pine still easterly the same Corse to a Stak and heepe of Stons in Chelsea Line sd Stak being marked with an R M and C."

Mass. Archives CXVI, 573.

This line was confirmed by the Court and still marks the boundaries on Melrose and Wakefield, east of Main Street.

The change in the dividing line between Malden and Reading in 1727 was not entirely satisfactory to all who had been set off to Reading "as it left a neighborhood of Greens in the northwestern part of Malden, still remote from religious privileges." They wanted the advantages offered by the new Town of Stoneham, where a new meeting house had been built. So the Greens, John, Isaac, Jonas, David, Thomas and Samuel and John Sexter on June 24, 1734, petitioned to be annexed to Stoneham giving as one reason "their difficulty to attend the Public worship of God in their Towns by reason of their Remotences from the meeting-house." David & Thomas Green were among the ten who had been set off to Reading. Their prayer was granted, and the territory in question comprising most of the section nw known as Melrose Highlands, remained a part of Stoneham until 1853 when it was reunited to and became a portion of the new town of Melrose.



1729

In 1729 the General Court received a petition from the inhabitants of the northeasterly part of Woburn and the westerly part of Reading, that this territory be set off as a separate town. This resulted in the incorporation of the town of Wilmington in 1730. The petitioners claimed that they were about seven miles distant from the meeting house in Reading.

This separation took in the lands of Samuel Parker and John Townsend, whereupon there was great and prolonged protesting.

A PETITION

1730-- Sept. 30--

"Whereas the Generall Court has been pledged to sett us ye subscribers, off to ye New Towne Lately taken out of Woburn & Reading for their Consideration.

That since we Lie in a corner or out skirts of sd New Towne & can't be conveniently accommodated with them although we must bear great charge with them in their settling of a Town & since Reading is our native Town where our fathers, brethren & good friends & old acquaintances do dwell; we shall be glad and well pleased if the Parish will Petition ye General Cout to Restore us again to our former Town & condition & we shall be duly ready to petition with you for ye obtaining thereof.

Signed

Stephen Wesson  
James Townsend"

Mass. Archives  
Vol. 113, Page 764.

Reading also appointed a committee to protest to the Court.

"to restore all the land that has been taken off our township on the south side of the Ipswich River from Jenkins Bridge to the Woburn line."



October 1, 1730

At a Parish Meeting held in Reading Oct. 1, 1730 Voted "to choose a comity to petition to ye Generall Court to restore all ye land that was taken off from our township on ye south side of Ipswich River & on ye east side of Andover Rhode from Jenkin's Bridge to Woburn Line."

At ye same meeting "Thos. Eaton, & Thos. Poole and Mr. Joseph Eaton were chosen to manage the affair."

James Townsend made a personal petition to the General Court, itemized his grievances on Jan. 24, 1730-31.

On June 7, 1731, the General Court Committee met at Townsend's house the petitioners and a committee from the new town of Wilmington being present.

Samuel Bancroft, Nat'l Parker Jr. & Samuel Lamson appeared for Reading.

March 6, 1730

Mar. 6, 1730-31 Chapter 50 P.L.

A petition of Thos. Eaton & others of south Parish shewing that in constituting the town of Wilmington there was a considerable mistake in stating the bounds thereof by which divers families were taken off from the south Precinct of Reading more than was intended & praying that sd families be restored.

On Dec. 22, 1731-32 the North Parish, by Jonathan Parker petitioned the Court protesting "that the number of inhabitants are small and their estates are moderate, so that they are barely able to support the minister, and praying the Court to restore the families set off.

Next followed the town of Billerica protesting against Wilmington claiming some of their land. The Court denied this petition, but restored to Reading the lands of Wesson and Townsend.





## PART OF READING ANNEXED TO

STONEHAM 1734

---

In the Province Laws of 1734, Chapter 162, the Court set off a part of Reading to Stoneham. This resulted from a petition, set forth under Chapter 44, of John Green, Isaac Green, John Dexter and Josias Green of Malden, and David Green, Thomas Green and Samuel Green of Reading, "setting forth their difficulties to attend the Public Worship of God in their Town by reason of the Remoteness from the Meeting-house, and praying that they and their familys and Estates may be annexed to Stoneham."

The Act of 1734 reads:

"The Committee appointed the 23d of Nov. last to Repair to and view the Lands petitioned for by John Green and others xxx report that all the Lands contained within the following boundaries be set off to Stoneham: Beginning at Stoneham line Running down on the Seventh Range line, so called, to Eneas Spragues land, and so on a straight Course to an Oak tree standing between Samuel & Joseph Green's land, and from said Oak tree a straight course to the Corner made between the said Green's land, and the land late of Jacob Green, dec, at or near the County Road that goes from Malden to Reading, & then follow the dividing line between Malden & Reading home to Stoneham line."

Report accepted and said land sett off to Stoneham,  
Passed Dec. 21, 1734.

In 1738 the General Court passed an act allotting all the lands within the Town of Boston lying on the Northerly & Northeasterly side of the Harbour, heretofore called Winnisimmet, Rumney Marsh & Pulling Point, in response to inhabitants (of the later Chelsea) described the ancient 3 county bounds between Boston, Reading & Malden, and describing the 3 county Bound" as a stake on a hill with a heap of stones about it marked B. R. M. being the ancient boundary between Boston Reading and Malden- as is bounded upon Reading as follows: beginning at the aforesaid stake on ye hill called Tear brick hill, from thence N. W. by N. to a heap of stones on a Rock."

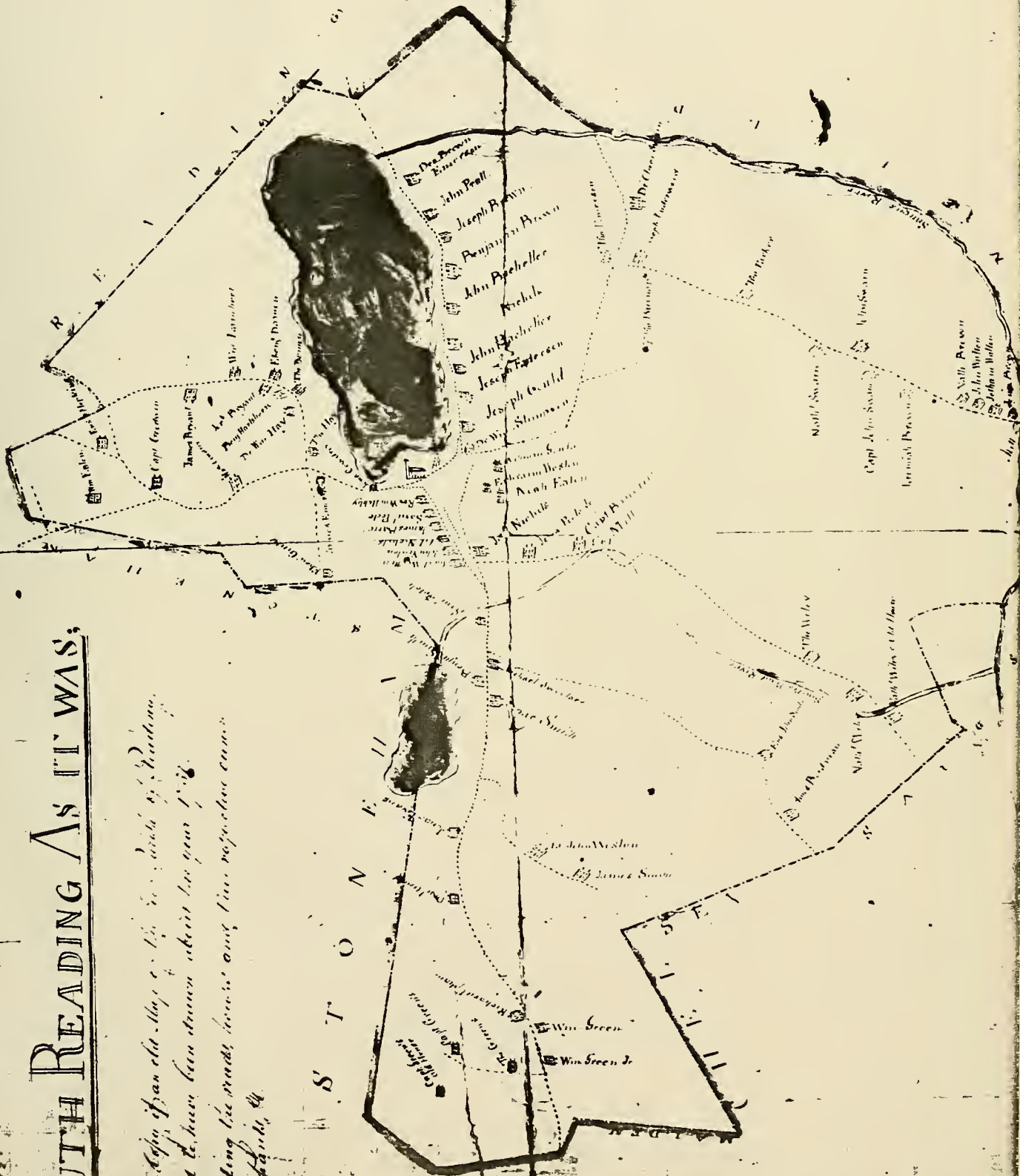


# SOUTH READING AS IT WAS;

*Being a copy of an old map of the town of South Reading, supposed to have been drawn about the year 1738, representing the roads, towns, and the respective owners or occupants.*

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JUNE 5, 1750

"We the Subscribers Being Chosen a Committee by the towns of Reading and Stoneham to setle the Line and mak Bounds between the sd towns, we have as follows:

Begining at the corner of John Green's Land by the corner of the wall By Jonas Green's house it Being the Line Between sd John Green's and Thos. Green's then running westerly to an ash stump in David Green Jr's land by the Broock with stake & stones about it, then the Line runs northwesterly to a Stake & stones at the northeast corner of Josiah Green's Wood lot by David Green's Land, then north-erly to the northwest corner of sd David Green's Land, then easterly to a stake & stones in the old line formerly the line between Charlestown and Malden, then northerly in sd Line by ancient marks, to a black oak tree marked with an R & S standing between the Land of Elder Daniel Green and Jonathan Evens, from thence with a straight line to the south west corner of Smith's Pond so called, from thence to the southeast corner of Daniel Gould Jr's farm by the Brooke, then northerly By sd Gould's farm to his northeast corner, then westerly still by sd farm till it comes to the southeast corner of Taylor's pasture, so called, it Being the southwest corner of a pasture belonging to the heirs of Nat'l Cowdrey, dec. from thence to a hepe of stones in sd Taylor's pasture, from thence to a stake in the Road between Charles-town farm and Nat'l Eaton's Land, from thence as the fence now stands to a whight oak tree marked, then to a stake & stones on the northside of the Road, from thence to a black oak stump, and so by an anchant alowed bounds to Woburn line as formerly seteled the above line."

And sd bounds were so established.

Mass. Archives Vol. 115, Page 703 -3.

Samuel Poole	) Committee	Samuel Green	) Committee
Ebenezer Nichols)	for	Peter Hay	) for
John Goodwin	) Reading	John Geary	) Stoneham

On April 3, 1757 the General Court accepted the report and confirmed the dividing line as laid out.





## BOUNDARY ESTABLISHED BETWEEN

## READING AND MALDEN

1753

"In the Province Laws of 1753, Chapter 255, is the following Resolve establishing the boundary line between Reading and Malden:"

" A Petition of Thomas Eaton, Ebenezer Nichols, Joseph Lynde, and Ezra Green, Committees of the Towns of Reading & Malden for settling the boundary line between the said Towns, setting forth their agreement thereupon, and praying that it may be confirmed by this Court."

"Voted: that the prayer of the Petition be Granted, and that the bounds between the said Towns as agreed, viz: Beginning at a Black oak tree standing by the road Leading from Reading to Malden About 12 rods Northward of Jonas Green's Barn, marked with R & M; then running Eastwardly in a Straight line to a heap of stones round a pitch pine tree: still eastwardly the same course, to a Stake and heap of stones in Chelsea Line, said stake being marked with R. M. and C. be Ratified and Confirmed accordingly."

Passed Jan. 18, 1753.

Note: This date is according to Mass. Archives; according to the Legislative Records of the Council, the date is Dec. 18.

1754

Jan. 1754--- This year the following petition was presented to the General Court.

"Whereas Thomas Eaton and Ebenezer Nichols, in behalf of the Town of Reading and Joseph Lynd and Ezra Green in behalf of Malden, as they are a Committee for sd towns; that there has Bin a Long dispute Between sd Towns for many years relating to the Bounds"xxx.

"We have settled the line in the following manner; Beginning at a Black Oake Tree, standing By the Road Leding from Reading to Maldin about twelve poles northeast of Jonas Green's Barn, marked with R and M; then running easterly with a straight Line to a heap of stones Round a pitch pine; still easterly the same corse to a stake & stones in Chelsea Line"--

Granted, ratified and confirmed by the Court---  
Mass. Archives, Vol. 116, Pages 570 and 574.



1795

This year the General Court ordered a plan made of Malden territory. Peter Tufts Jr. was the surveyor. It is the earliest plan of Malden's land. The head line at Reading is given at 186 rods. There were three copies made, one of which gives the head line at Reading as 136 rods.

It shows the line from "Black Anns Corner" N. 25 degrees, w 993 poles against the early Boston line, the grant given Charlestown of 8 miles into the country from the meeting house.

The Reading headline direction is given as N. 80 degrees, E, but there is no claim shown of extending to the north of Smith's pond. A continuation of the triangle line from "Black Anns Corner," north would have met the early Charlestown line running north thru Smith's Pond at a point a short distance south of Wakefield's present Upper R. R. station. This bound has been previously mentioned in quoting from Corey's "History of Malden."

PART OF STONEHAM ANNEXED TO  
SOUTH READING

1856

In the year 1856, the Massachusetts Legislature passed an Act (Chap. 97) setting off a part of the Town of Stoneham and annexing the same to the Town of South Reading.

The part set off is thus described:

"Beginning at the boundary between said towns of Stoneham and South Reading, at a stone monument in the Taylor Pasture, so called, and running south 21' E, 140, 5 rods to the wall on the northerly side of the road called in South Reading, Albion street, near its junction with Broadway, so called; thence south 37' E. 157.5 rods, more or less, to the boundary line between the said towns, at the southeast corner of Crystal Lake; containing about 190 acres."

Act approved                      April 5, 1856.



PART OF STONEHAM ANNEXED  
TO WAKEFIELD

1889

In the year 1889, the Massachusetts Legislature passed an Act, (Chap. 110), setting off a second portion of the Town of Stoneham to the Town of Wakefield.

The part set off is thus described:

"Beginning at a boundary stone in Taylor's pasture on the present line, thence running north 69' 53' west, across a private way, and along the present division line between said towns 998 $\frac{1}{2}$  feet; thence south 9' 33' east 3509 feet to a stake in the southerly line of Elm Street: thence south 49' 35' east, 3172 feet to a stone bound on the present line near the southwesterly corner of Crystal Lake; and thence by the present division line in a northerly and northwesterly direction to the point of beginning."

Act approved March 13, 1889.

Note:

Corner No. 14 is situated on the southerly shore of Crystal Lake on the northerly side of a steep hill, and is beside a foot-path at the northerly end of a stone-wall. It is about 700 to 800 feet west of the house of E. W. Oliver. The corner mark is a light colored granite monument about 5 feet in height. The letter S is on the west face and W on the east face.





CHAPTER III

HIGHWAYS AND BRIDGES

OF OLD READING



## HIGHWAYS and BRIDGES

Little can be said with any accuracy of the early highways of old Reading. They were, at the best, mere cart paths for many years, with conditions in winter and spring comparable to many country wood roads of the present day.

In the beginning of the settlement only five roads received mentioning, Reading to Lynn, via our Nahant street; Reading to Salem, via our Vernon and Lowell and Salem streets; Reading to Woburn, via our Church, Elm, and Bare Hill Brook streets; and Reading to Andover via Vernon street to the Saw Mill, across Country on the upland to Haverhill street to a point a short distance above Charles street and thence to Lobs Pond Mill on the Ipswich river and on to Andover.

The main street was of short length--- from Francis Smith's at Wakefield Junction straight north part way up side of Redding Pond, early known as the "Great Pond."

Each division of land called for highways --- cart paths to division areas, to Bare Meddow in 1662; to Hundred Acres; to Birchen plain; to Revea Meddow; and to many other more or less distant localities. Following the 1651 divisions of lands north of the Ipswich River, a road was extended north from the Haverhill-Andover road, and two roads laid out from east to west, the south road parelling the river and the other to the north, some distance south of the Andover town line. These "great lotts" were bounded north and south on these highways.

It was many years before other roads were designated by name. Water street was early known as "Corne Mill Road."

In 1674 the town did lay out a highway, three poles, wide from Goodman Dunton's orchard, by Goodman Poole's stone-wall and so on to the river. This way was the present Water street from about the corner of Crescent street eastward towards the mill. Had our fathers been a bit foresighted and given a name to all the highways mentioned thereof in grants, deeds, and wills the locations of early homesteads might have been more accurately determined.

Probably our Crescent street was also an early way from dwellings on the Corne Mill path, to the meeting house. An early attempt failed to lay out a road east to the corne mill from Main street across Rev. Mr. Haugh's land, where now stands Wakefield's Town Hall, the town refusing the petition for this "or any other time." It was not many years however before this became a road to the mill.



In 1657 the town proposed a road "from the Common to the Andover road" over lands of Zachery Fitch and Josiah Dustin. This was to be a "way for cart, horse and foot, two poles wide;" the way was to be one pole wide on each owner "from the Common up to the far end of their lots till we come almost at the highway (Lot End road) where it is to be two poles wide upon Dustin's Wholly."

This way did not materialize, and no road to the east was laid out in this locality until a way was laid up "Fitch's Lane" in 1659 (Salem Street), except an early driftway connected the road by the Pond, across John Bachellor's land (near Sweetser or Cordis street) to Lot End Road.

The present Church street, as it appears today, with varying widths up Cowdrey's Hill is due to a very early lay out by the town. Beginning at the foot of the hill the old records provides road widths as follows: opposite John Goodwin's 7 rods, 14 feet; by John Browns 7 rods; by Cowdrey's barn 4 rods; and 4 rods five feet a little farther up; opposite William Cowdrey's dwelling house 14 rods; by John Brown's 22 rods; by Kendall Parker's and William Hooper's 9 poles, 11 feet, and by Joshua Eaton's 2 rods 6 feet. Church street extended east to join the Main Highway for in 1666 the town laid out the first burial ground on that street, near what is now the band stand in our Park.

In 1650 the town ordered that Goodman Fitch "shall have full satisfaction for a towne highway down his lot in land contiguous." This may refer to the road (Main street) over the west part of his homestead lot. This year the town elected its first board of surveyors of the highway.

In 1646 "provision was made for the construction of roads from Woburn to Reading and Mystic bridge, "Sewell's History of Medford. Four years later Woburne and Charlestown agreed on bounds "to begin at the uttermost corner northerly next Reading line, & so to runne Southerly along two miles deep on the east side of Shawshine, (Billerica) Line till the full extent of 3000 acres bee out."

The early road to Boston was by way of Woburn and over the Mystic Bridge to Cambridge, and thence by ferry across the Charles to Boston Towne, or the long way to the south over the Bridge into Roxbury.

There was a deal of trouble and procrastination on laying out a road south to "Winnetsetmet," (Chelsea). It was on May 26, 1647 that "the Corte hath appointed Lieut. Sprague of Charlestown and Francis Smith of Reading to laye out ye way to Winnetsetmet from Redding; and to Sergeant Marshall and Nicholas Holt to laye out ye way to Andover."





"Oct. 27, 1648 this Courte, being informed that there is a dangerous passage for want of a bridge over Ipswich River about 4 miles from Redding especially in winter and in the spring when the water is high it being the common road to Andouver authorize the bridge to be built." Who was to build it was left out of the order.

The 1647 order for a road to Ghelsea and its survey brought forth the first of that long series of humble petitions, reviewed in much detail by Mr. Corey in his "History of Malden."

The next year Messrs Dexter and others set forth their objections to the Hon'd Court to the way the road had been laid out, and requesting that the act be recalled: The objections were specifically stated "that the new way 'thwarted' the grants of five acres in Winnisimmet & elsewhere by cutting across the angles made by the highways already in use, etc.

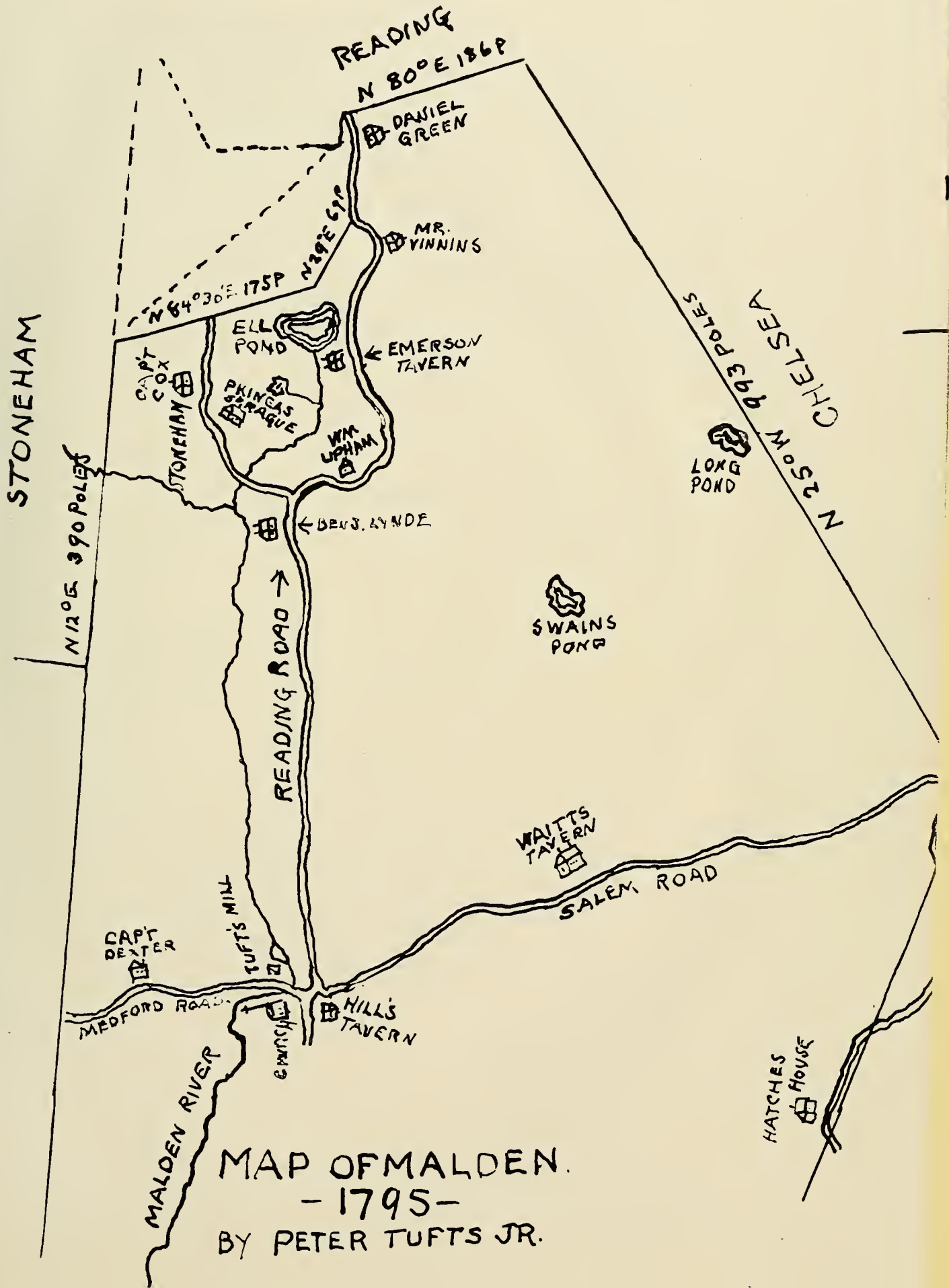
It was this year 1648, under Gov. Winthrop, that Reading was given representation with a Deputy, the honor going to Capt. Richard Walker. He served again in 1649 and was followed by William Cowdrey in 1651, 1652 and 1653 and to these men the new road south to Malden and beyond had their special attention.

The Court on petition ordered that Thos. Line Jr. and Joseph Hills be added to the former committee "to take a new survey of the most convenient place for the way from Redding to Winnetsetmet."

Next followed a lengthy report signed by Sprague, Smith, Hills, & Line." The records here indicate the influence of private interests as the Court, May 2, 1649 issued the following order:

"Seeing it concernes this Cote to provide the best highwayes to be laid out from towne to towne for public use which concerns all the posterity as well as ourselves & therefore that no private interest should hinder it, & forasmuch as the way from Redding to Winnetsetmet last layed out is thought to be lesse behooffull for the country then the former way lay'd out by order of this Co'te, Mr. Robert Clements, John Osgood (of Andover) & Francis Smith of Reading are hereby authorized & appointed to lay out the way, as men most indifferent to lay out the same."





READING

N 80° E 186 P

DANIEL GREEN

MR. VINNINGS

EMERSON TAVERN

WM UPHAM

DEVO. LYNDE

READING ROAD

TUFTS MILL

CAPT DEXTER

MEDFORD ROAD

MALDEN RIVER

CHURCH

HILL'S TAVERN

WAITS TAVERN

SALEM ROAD

HATCHES HOUSE

LONG POND

SWAINS POND

CHELSEA  
N 25° W 993 POLES

STONEHAM

N 12° E 390 POLES

MAP OF MALDEN.

- 1795 -

BY PETER TUFTS JR.



The record is that these men really proved "indifferent men." Before much had been done however, both Osgood & Smith died. Time passed and on May 27, 1652 the Court took notice of the failure to properly lay out the road, and noting the death of two of the committee ordered the townes of Malden (incorporated in the intervening time) and Redding forthwith "according to the law in that case provided any act of this Court to the contrary notwithstanding."

The following September Thos. Marshall and John Smyth of Reading and John Sprague of Malden, successfully laid out the new road, which is accurately described on page 98 of the History of Malden: "The northerly part beyond Ell Pond, followed the present Green street by a circuitous route to a point near its northerly junction with Main street thence it followed the direction of that street, running mostly east of it until it came to Redding bounds."

The records about this road implied that it was regarded as a part of a general plan by which a continuous highway was opened to the settlements in New Hampshire, passing through Reading, Andover & Haverhill, and that it was essentially a "turnpike," and using then, as today, Wakefield's Main street, east of Lake Quannapowitt.

Another early road was laid out, running south from Church street (Cedar street). This road was later extended south and the road to Stoneham was over upper Gould street, to the west to the top of (Albion) hill, and thence via Green street past the early Gould farms into the new towne of Stoneham. This road dates from about 1685.

It was not until 1685 that a more direct highway from Reading to Woburn was definitely laid out, as follows:

"Beginning at ye Country road near Sergt. Parker's house by the meadow called Hoopers meddow, and by ye foot of the hill, and thru Charlestown land to Woburn River, etc." This is the present west section of Prospect street in Wakefield, passing the Bear Hill Golf Club, and westward over North street in Stoneham to Woburn. Jeremiah Swayne represented Reading in this matter.





1704 - 5

"A petition of Sundry of the Inhabitants of Charlestown near Woburn and Redding, for obtaining a highway from and to their houses, having made application to ye Town of Charlestown and nothing as yet being obtained,

The Court nominates and appoints, James Conners Esq., Lt. Joseph Burnap of Redding, Lt. Henry Green of Malden, to be a Committee to go and inquire into the necessity and also ye convenience of sd Highway, and where it may be laid out to ye damage of any of the proprietors, and most of the public advantage, and to make their report of their doings therein to ye next Court of Sessions for Middlesex, that the Court may proceed thereon as ye law directs."

Middlesex County Court of Sessions. Page 162.

1704 - 5

John Brown, one of the Selectmen of Redding, appeared on the matter of the town's delay in paying their part for the mending of Mistick Bridge.

The Court warned the town "to take Speedy Care that the North End of Mistick Bridge be well mended; failed so to do, the Court would apply a penalty of five pounds money."

Middlesex County Court of Sessions. Page 162.

The Town failed to do as ordered, and was fined Five Pounds.

Page 168

1719

A Petition for Highways.

Adam Hart, Stephen Fish and Ebenezer Fish and other inhabitants, that they are deprived of a convenient way as set forth. The Court ordered Selectmen to come to Court at Concord.



It would be a historical event of major importance could we have had the names of the early settlers and the action taken which gave to early Reading and to the present generation our wide Main street and Common in our present town of Wakefield. That they were foresighted, and splendid planners for those to come after them must be conceded.

The 1765 map of Reading, the earliest made, gives a good idea of the development of the town highways for the first one hundred and twenty-five years. This map was primarily to indicate distances of the houses of inhabitants from the meeting house.



## BRIDGES

Information regarding early bridges is exceedingly rare. At first they were mere causeways or fords--across the various water ways. There was a ford below the Corne Mill on the river running out of Smith's Pond; a dam in Smith's Pond brook near Wakefield Centre Railroad Station; Jonas' Bridge was on the Andover road over a small brook; a rude bridge over the Saugus River at Sadler's Neck; and fords over Martin's River and branches. It was only a few years later that a bridge was built across the Ipswich River East of the present centre of North Reading, altho there was an earlier bridge across the river to the west on the early road eastward from the Andover road to Lynn End.

There is no available record of when a ford or bridge was built over the Saugus river at the foot of the Great Pond, or over the same water way at the Poole saw mill on the "Lynn End Road;" or over the river on Salem Street near the present Kimball recreation establishment. The 1765 map shows a mill at this point, later called "Flannel Mill." Some evidence of the old dam are to be seen today. A map of Wakefield published in 1874 shows the old road to Salem at this point running East, north of the present Salem Street.

The causeway on Main street, near its junction with Richardson street, made early for crossing of the brook at this point. The 1765 map does not indicate the present Lowell street running westward past Reading Pond to the present town of Reading, or any road connecting Vernon street with Haverhill street.

The bridge over the Mystic River at Medford was the first built over this stream. This was in 1638, and the place selected was that where the present bridge stands. It was a "rude structure and dangerously frail." Over this bridge went travel from Reading, and Reading inhabitants were taxed for its repair, about which there was continuous opposition. In 1657 a committee was appointed by the County Court "to weigh and consider what bridges are fittest to be built and maintained at the County expense." William Cowdrey served on this committee to represent Reading. The plan of taxing the county; or the town for the support of this bridge was productive of constant trouble to all concerned and led to law suits.

It being up to 1690 the only bridge over the Mystic River, "it must be used by man travellers from Malden, Salem, Saugus, Andover, Woburn and Reading," nevertheless the opposition to its continuing costs went on. In 1691 the Woburn Selectmen met with Malden and Reading men "to consult about defending ourselves at the County Court; having been warned to appear there about Mistick Bridge." In 1694 the controversy again appeared in the County Court as follows:





"Middlesex S. S. --- At the General Quarter Sessions of the Peace, holden at Charlestown Jan. 23, 1694;

Whereas, there was an order of the General Court, in the year 1691, referring to the settlement of Mystic Bridge to the County of Middlesex, the said Court ordered the repairing to be done by the towns of Charlestown, Woburn, Malden, Reading and Medford, upon pains and penalty of 5 Pound fine for default," etc.

In 1698, the town's losing in the controversy, Reading voted to join Woburn and Malden in prosecuting an appeal to the Superior Court. Again in 1702 a Medford Committee was appointed "to treat with a Committee from Woburn, Reading and Malden."

It was not until Feb. 16, 1715 that this famous bridge controversy came near to an end by the Court assessing charges against the several towns; Reading part being seventeen pounds. To this charge Reading appealed and a legal trial followed, and Reading lost, but must have deferred payment as a Medford record of May 13, 1761 reads:

"Voted to treat with Woburn, Reading and Malden concerning the Medford Bridge, and acquit any of them that shall comply from all further charge."

The Reading record of 1761 reads: "This year the town was relieved from further tax for support of Mystic Bridge by paying of a sum of money agreed upon" which sum was 14 Pounds. Ebenezer Nichols, Esq., John Temple, and Samuel Bancroft acted in behalf of Reading.

All these years travel from Reading and neighboring towns passed over this bridge to Boston and Cambridge even up to Revolutionary days. The only way to reach Boston from the North was either over the distant Cambridge--- Roxbury Bridge or by ferry from Charlestown or Chelsea and Cambridge-- and "for one hundred and fifty years the way over 'Mistick Great Bridge' was the nearest land route for all travel of Maine and New Hampshire."

"Over this bridge went loads of beef, hay, grain, etc. products of the inhabitants of Reading" all those years. The first Malden bridge was not built until 1787.



Regarding the old road from Reading to Salem there is little available data. In 1660 the town was in agreement with Nicholas Browne about a County highway thru his land to Salem, described as follows: "beginning at the west end of his 30 acre lot and so on over his land that is now broken up until you come to a River, called Wigwam River. This highway is to be two poles broad all along upon good, firm upland, and where the way lyeth between the said Nicholas Browne's and Zackery Fitch it is to be one pole broad upon each of them."

This way may have been the first effort to obtain a road from Reading Pond over one of Browne's 30 acre lots to connect with the Lot End road, and so to Salem. Wigwam river is thought to be the brook east of the Danvers Railroad location. The above may refer to the driftway that was later in this section, running east from the pond.

### BRIDGES

1737

This year the town voted action toward building a bridge over the Saugus River near Mr. Griffin's Corn Mill, Reading and Lynn dividing the cost. This bridge was on Salem street, at the easterly end of the Montrose district- the early road to Salem. This old road was to the north of the present Salem street at the Wakefield-Lynnfield town line.

Mention is made this year of a bridge at the north end of the Reading Pond, in a report of a committee on ways reading as follows:

"Then we proceeded to the north end of the great pond, and from the bridge at the mouth of the Pond up along highland between the road that goes round the hill, and the path over the top of the hill, in a path that we call to middle way so it leads to the way to John Poole's house, (later known as the Caleb Wakefield place on the present Haverhill street): and from the westerly side of the Poole Homestead, that there be a way four rods wide thru the Common land in a most convenient place up to the Causeway at Jonas' Bridge; and that there be a way three rods over the Island Bridge; yet still a bridle path is reserved for the necessary use of the owners of Ash Swamp, and other ancient proprietors."

The above indicates the location of places, mention of which is found in early deeds.



CHAPTER IV  
HISTORICAL SKETCHES  
OF  
READING'S EARLY SETTLERS





HISTORICAL SKETCHES  
OF  
READING'S EARLY SETTLERS

The data appearing on the pages following give a ground work for some further collection of historical and genealogical data. The time limit imposed on the present project prevented a more thorough research of historical facts. Reference to Deeds, Wills, Administrations, on later pages will furnish additional family information.



## WILLIAM ARNOLD

D. June 29, 1697

Left an estate of L 378:3. The inventory included a homestead of 20 acres, with house and barn upon it, his father-in-law, Clarke's 1st Division of land, 13 acres, and 45 acres additional; in several parcels in various parts of the town, all formerly owned by Thos. Clarke. In William Briant's will of 1749 he leaves to his son, William, the southern half of my homestead land, which was formerly William Arnold's house lot with all the buildings. The southern half was left to his son, Jonathan, land that was formerly Benj. Davis.

Search reveals little of William Arnold. It is possible that he was connected with the William Arnold, who emigrated to America in 1635, and settled in Hingham. This William was born June 24, 1587, youngest son of Thomas Arnold of Cheselbourne of England. In Lincoln's "History of Hingham" he is mentioned as William Arnall. In 1630 he and family removed to Providence. There was a Thomas Arnold who, settled in Watertown as early as 1640.

JOHN BACHELDER (Bachelor)  
D. 1676

Was an early settler. He was in Reading before 1651. His daughter Mary, born in 1635, and was married in 1660, to Nathaniel Cowdrey, son of William Cowdrey, a first settler. Was a freeman 13 of May 1640.

In his will, 1676, as found in Midd. Probate #594, his wife being dead, he bequeathed "my dwelling house, out-houses, orchards, yards, with all the land, thirty acres or more and Town privileges to my sons John and David." Bounded: by Jonas Eaton's land southward; Nick Brown northward and the Great Pond and Highway (Main Street) westward; and Swamp eastward, toward Hannaniah Parker's."

This definitely locates the early homestead of John Batchelder, as on the east side of Lake Quannapowitt, near and probably north of the present location of Sweetser Street.

In his will, he gave "liberty of timber in Cedar Swamp to my son David, toward the building and furnishing his house," and "ten acres of upland lying in the West playn, betwixt John Pierces and Jacob Hart's land, to my daughter, Mary Cowdrey." To his son John, he gave one hundred-fifty acres of my two hundred-twenty acre lot in the farther end. To his son David he gives the balance of the two hundred-twenty acre lott, i. e. 70 acres. His will further provided that "my son John with David's labour, therefore Make and set a House frame of the size of Hannanniah Parker's, within one year after my decease."



## JOHN BACHELDER

The inventory lists "forty acres with building, L 120, referring to his son David's new house, as he mentions giving him "liberties of timber in Cedar Swamp toward the building and finishing of his house."

In 1652, John drew fourteen acres on the Plain at the Woburn line; in 1657, he bought of Thomas Marshall, forty acres "bounded on ye westerly by Nicholas Brown, and on the southwest with the Highway from Andover;" and in the division of lands north of the Ipswich River in 1658, drew two hundred twenty six acres.

On May 12, 1696, John Bachellor, the second, conveyed to his son, John the third of the name, all his "housing and lands and husbandry utensils, part of which are given in present possession, and the other part in reversion."

## LIEUT. THOMAS BANCROFT

B. 1622

Lieut. Thomas Bancroft was b. in England in 1622, son of John and Jane. He first located a homestead near Beaver Dam in Lynn End. In 1657, John Browne sold the lieutenant "20 acres of upland, bounded on the north by land of Jonas Eaton and on the west with the highway going ye Bare Meadow." This land was in the vicinity of the west end of Lowell street in Reading, the early Jonas Eaton second farm property being in that locality, and which was left to Jonas's son, John, in his will of 1674.

Dea. Thos. Bancroft, eldest son, was born in 1649, married in 1673, Judith, daughter of Jonathan and Judith Poole. He located probably, first on the 20 acres above described, where was located the ancient Bancroft homestead- the third built in the old town of Reading. This homestead descended to his eldest, son, Ebenezer, who sold it and removed to Lynnfield.

## HENRY BELLFLOWER

B. abt. 1630

D. in 1702

Henry Bellflower owned a house in Reading in 1652. Little is known of him. His wife was Ann. A daughter, Hannah, born 1656 married John Cutler in 1678. The Benj. Bellflower who died in the 60's at Salem, and who was a Quaker, may have been a brother. He married Abigail Moulton, Feb. 3, 1658.

There are no Probate Court Records. His name is not mentioned as a member of the First Church in 1648, but in 1652, he drew 17 acres at the Playne on the Woburn line, and in 1658 he secured 91 acres and 25 poles of upland north of the Ipswich River. On Feb. 14, 1658, at a general town meeting, he was granted "one acre of meadow lying in a corner next to Nat'l Cutler's meadow in Hundred Acres." A condition was attached to this grant: "for the time he lives in Reading, and when he shall go away, and leave the town, the meadow is to return to the Town again."





(Continued)

HENRY BELLFLOWER

On Feb. 4, 1660, the town granted Henry Bellflower, "ten acres of upland at the farther end of the last dividend of upland." He continued living in Reading, as he is recorded as owning one of the 59 houses in town on Feb. 10, 1667. The only conveyance of any of his land recorded is a deed of "1½ acres of meadow in Redding to John Upton on June 29, 1680. (Midd. Deeds, Book 8 Page 27.) This deed did not have his wife's signature, although she did not die until 1682.

In the vicinity of Reading three children of Henry were b., Hannah in 1656, Deliverance in 1662, and Mary in 1668. This same source confirms 1682 as the date of the death of Ann, wife of Henry Bellflower.

In 1655, Henry Bellflower in a suit at Cambridge testified that he was "about 25 years of age."

JAMES BOUTWELL (Boutall) Boutell)

B. 1642

D. 1716

He was son of James and Alice Boutall of Lynn. He was early in Reading, marrying in 1665, Rebecca, daughter of Dea. Thos. & Rebecca Kendall.

The children of Boutwell show how "the early young people married descendants of the first settlers: Rebecca married Thos. Poole; Sarah married John Townsend; Tabitha married William Cowdrey, Kendall married Lucy Damon; Mary married Ebenezer Emerson; and Elizabeth married Benj. Hartshorne; another son, James Jr. married Elizabeth Frothingham, a descendant of a prominent early settler of Charlestown, who later married Lieut. Benj. Swain. Another son, John, married Grace Eaton, daughter of John and Dorcas Eaton.

In his will, Aug. 23, 1715, he bequeathed to the children of my son, deceased, "The homestead of house, barn and orchard, to my son Thomas, besides what I did for him at his marriage, all that house & land that my son, Kendall lives on, that is, all the land that was mine there and that I bought of Capt. Savage; to my son Kendall Boutall, & all my Homestead of house, barn & orchard near Francis Smith's; and to the children of my son, John Boutall, dec., the housing & land that he did seize, that was mine and the use of it to my daughter-in-law Grace, the widow of my son, & then her thirds during her life.



JOHN BROWNE "OF THE HILL"

B. 1634      D. 1717      aged 83 years

His homestead was on Prospect street, just west of Parker Road, at or near the Tyler place of the present day. For many years, on the north side of the road, was a pond, long known as "Brown's Pond," thru the shallow waters of which horses and cattle passed for water. This pond was there during the lifetime of some of the present inhabitants.

The record for this homestead is found in a deed of John Brown Jr., Yeoman to Kendall Parker, dated Feb. 7, 1708, and recorded with Midd. Deeds Book 14, Page 697, as follows; "For a consideration of forty-six pounds, I sell to sd Kendall Parker, several parcels of land in Reading; one half of ye west end of it contains five and one half acres, bounded: westerly by Kendall Parker's own land (later known as the Leslie Place;) northerly by land of William Hooper, deceased; southerly by the Town Common (Prospect Street); and Easterly by the other part of sd homestead, and it contains one dwelling house and orchard."

John Browne married, first, Elizabeth, daughter of John Osgood of Andover. Their first child was born 1660. A daughter Elizabeth, married 1684, Benjamin Hartshorne.

This John Browne "of the Hill" should not be confused with John Browne, son of Elizabeth and Nicholas Browne, who owned land on the easterly shore of Reading Pond- later known as the Hurd Place, and whose farm was on Salem street in the Montrose district of Reading.

NICHOLAS BROWNE

Died 1673

In 1630 Nicholas Browne as a farmer in Lynn, with a house on the Walnut street of later days. As Lynn settlement dates from 1629 this gives Browne the honor of being among the first settlers in that new American town. Gov. Winthrop and party in the "Arbella," did not reach Massachusetts shores until 1630, after a cold and tempestuous passage of sixty-one days.

It is thus possible that "Nick" might have been a member of Winthrop's party of Puritans, or coming later the same year among the fifteen hundred passengers, landing at Massachusetts Bay and Plymouth in seventeen vessels. He was made a freeman the 7th of the 7th month, 1638.

Browne was a son of Edward Browne of Inkburrow, Worcestershire, England, an Englishman of property, to which, on the decease of his father in 1660, he became heir to certain of the estate. That it was of importance is shown by the fact that "Nick" sent his eldest son, John to England, with power of attorney, to take over the bequeathed property.





## NICHOLAS BROWNE

Society. Nicholas's mother was Jane Browne, daughter of Thomas Lide of Inkburrow.

Nicholas remained in Lynn about ten years. During this time he probably married Elizabeth \_\_\_\_\_. A son, John was born in 1634. Deeds and wills reveal other sons, Cornelius, Samuel, Josiah and Joseph and Edward. He died in Reading in 1673, and bequeathed his estate amounting to £ 1232:09.

The 210 acre Wigwam Farm, house, barn and orchard on old Salem street (Montrose) one-half to his son Josiah; one-half to his son Cornelius. Value 290 Pounds. A 100 acre farm with house and barn to his son, Edward. Value 140 Pounds.

His 120 acre Homestead farm on the east shore of Reading Pond; one-half my house to my wife, Elizabeth and one-half to son Joseph. Value 280 Pounds.

A 30 acre farm with house and barn, also on east shore of Reading Pond, one-half my house and barn to son Joseph and one-half to my daughter, Elizabeth, (who married Hananiah Parker in 1663.)

Two lots of large acreage, east of Reading Pond to son John, extending to the north and to the south of Saw Mill River- the outlet of Reading Pond. This location was later known as the F. P. Hurd property. There is no mention of any house on the land bequeathed so it is probable that John built here his own homestead. This property passed from John to his son-in-law Rev. Peter Emerson, who married a daughter, Ann, and then to his son, Dea. Brown Emerson "who succeeded his father at the homestead."

## ABRAHAM BRYANT

Abraham Bryant, while not a first settler "came soon" to Reading where in 1664 he married Mary, a daughter of Thos. Kendall. He was a blacksmith by trade, lived on the southerly side of the present Elm street, and east of Parker Road. His wife died in 1688, and he married for his second wife, Ruth, widow of Samuel Frothingham of Boston. She died 1693.

Bryant, and his sons and grandsons, who came after, were all owners of much land in Reading. The old homestead passed to his eldest son, Abraham, and then to his son Abraham, who removed to Sudbury, and who deeded the "Housing and land that was my Hon'd father's Abraham Bryant Jr., and it is all settled on me," in 1724 to Nat'l Stow, a brother-in-law.





ABRAHAM BRYANT

Lieut. Abraham Jr. b. 1671, married Sarah, daughter of Capt. Thos. Bancroft in 1693, and built the historic Parker Tavern, still standing in Reading, and now owned by the Reading Historical Society.

A grandson, Capt. Thos. Bryant, settled in the North Parish, now North Reading.

Abraham Bryant's son, Kendall, settled on the easterly side of Elm street on land extending eastward to Reading Pond, with Thos. Nichols and Ebenezer Damon as neighbors, on the north, and Dr. William Hay on the south. In Kendall Bryant's will we find reference to "Blackbird Swamp Meadow," bounded easterly by the Pond, and southerly by Thomas Nichols.

The estate of Abraham Bryant Jr. who died in 1714 at the early age of 43 was divided by a committee, the widow taking the homestead and  $20\frac{1}{4}$  acres of land, appraised at £ 216. This land was half of the lot given by his father and 8 acres bought of Capt. Richardson, with the Richardson orchard, joined all together.

ROBERT BURNAP SR.

B. Abt. 1595

D. 1689

Was another early settler in town prior to 1652. His homestead was on the south side of the present Lowell street east of the Danvers railroad, and extend south and west to the early "Lot End Road," with an entrance to his farm from that road.

In 1652 he drew 10 acres against the Woburn line; also, 389 acres north of the Ipswich river in 1658; at which time his sons Robert Jr. and Thomas also drew land, the former 102 acres, and the latter an "illegible" acreage. Father and sons also drew land in the Great Swamp, and were all three listed as owning houses in 1667.

On Sept. 17, 1655, Burnap borrowed £ 115 of Robert Bridges of Linn, giving a mortgage "that farm of 800 acres of land lying in Linn & Reading, with 25 acres of meadow at Beaver Dam., also, all that his farm of upland & meadow, containing 70 acres lying in Reading, now in possession of sd Burnap, bounded by Samuel Hutchinson on the west; Nicholas Browne on the east; Zachery Fitch on the north and the Milne Medow (north of the Corne Mill) on the south; also, the dwelling house wherein the sd Burnap now liveth, with all the barns and outbuildings."

And this was the manner of payment: "50 pounds of good, sweet well conditioned fatt fresh beef, and the balance in good, sweet, dry well cleansed merchantable wheat & pease at prices currant by the bushel at the warehouse of Mr. Thomas Broughton at Boston."



That Burnap had much land, not only in Reading, but in Lynn is shown by a deed to William Eaton of Reading, dated Jan. 18, 1657 in which he conveyed 100 acres of upland within the bounds of Lynn. "bounded on the northerly by Wigwam meadow; on the southerly by Adam Hawkes; and on ye westerly by ye River (Saugus.)"

His "dwelling house and whomsted of 8 acres that I now live in with all the Town privileges" he left to his son, Thomas; and also, "the house & land the sd Thomas lives on;" and still a third house-to my son Robert, the land in the town that his house is now upon.

His son, "Robbart Jr." who died in 1695 bequeathed his homestead and "all things upon it" to his son, Benjamin, subject to a life interest by the widow, Sarah, (Browne).

Thomas, son of Robert Sr. left his property to his son, Thomas, his wife Sarah and children.

Later, a Burnap farm was on Ash street, south and east of the present Reading greenhouses. It is thought that Capt. Jos. Burnap, a son of Robert Jr. may have lived with his father on the Capt. Jonathan Weston's place in the west Parish.

From the Essex Institute Collections, Vol. 56, page 267, more is to be learned of Robert Burnap. He was a descendant of Thomas Burnap of Stanstead Abbots, Herts, England. Robert was born about 1595, resided at Hodesden, End. Great Amden Parish, next to Stanstead Abbots.

In 1634 he bought a small home there, which he sold in 1638, and with his wife, Ann, to whom he had been married in 1625, and children, Robert, aged 11, Isaac, aged 8, Ann, aged 6, and Edward, aged 2, sailed for America. He settled first in Roxbury, and was in Reading before 1652. The mother, Ann, died in Reading April 27, 1681.

In a case in the Middlesex Court in 1655, Robert Burnap Jr. gave his age about 26 years.

Thomas in 1726 sold to John Swain  $43\frac{1}{2}$  acres to upland & meadow, the easterly part of the sd Thos. Burnap's farm, against land that was formerly one of the Nicholas Browne's farms, then owned by Samuel Browne, and, one half part by the homestead of Benj. Swain sold to his son, John Swain in 1720.

That this lot may have been one of the son's farms for the deed mentions "together with the Buildings, fences, etc." His eldest son, Robert Jr. married for his second wife, Sarah Browne, daughter of Nicholas Browne. She died 1695. A son, John by the first wife owned a homestead on the east side of High street, in Reading, north of the Jaquith place, consisting of house, barn, orchard, and land, which he sold in 1708 to Lieut. Nat'l Parker.

His inventory shows that he owned 12 acres near the meeting house.





HUGH BURT

Born 1591

Hugh Burt came from England in 1635, in the "Abigail," direct from London. He was a native of Cockin, Surray, England, a son of John Burt. He married Ann Holland, widow of Roger Bassett, came over with her son Wm. Bassett. First settled in Lynn, and later owned land on the east shore of Reading Pond, probably by one of the first grants of land in this territory by Lynn.

In 1647 he sold Nicholas Browne "fourscore acres of land lying within the bounds of Reading; bounded west by the Great Pond; on the east by lands of Lieut. Thomas Marshall by lands of John Pool on the north, and by land of sd Browne on the south." This land was situated at or near the Beebe estates of recent years, and extended north over the Saugus river.

Burt was one of three sons of an early settler in Lynn. It is doubtful if he ever had a dwelling house in Reading. His brother, George, went with his father to Sandwich in 1637, and his other brother Edward, settled in Charlestown. A George Burt died in Lynn in 1661. In 1643, Hugh Churchman, was before the Salem Church, charged with having the wife of Hugh Burt locked alone with him in his house, but in Churchman's will, probated in 1644, Burt was named one of the appraisers of the estate. In 1644, Burt was fined two shillings six pence, by the Grand Jury, "for sleeping in time of exercise."

There was a Thos. Burt in town, from Salem, for in 1710 he conveyed to his son Thomas, forty acres of upland and meadow in the North precinct, west of Phillip Mackentire. Thomas' first wife was Sarah, but this deed is signed by his second wife Mary, he reserved the other land adjoining. There is a record of his buying one hundred of Thomas Kendall in 1675. Thomas Jr., married Elizabeth Lariford, and their daughter, Sarah, married Joseph Gilbert of Boston.

In the Midd. Court records of 1655, there is an entry of a "writ against Edward Burtt, and that Edward and Hugh were bound for Daniel Maktonnes, formerly servant to Edward," etc.

In the Essex County Deeds Vol. 2, No. 45 or 135, there is an Indenture between Edward Burtt of Charlestown, Yeoman & John Pearson of Lynn, Yeoman in which document Burtt sells to Pearson for a consideration of £102 "all my (Burtt) accommodation, scittuate & being in the Towne of Lynn, aforesaid, viz: one house lott contayning fower acres, be it more or lesse, bounded n, & w, with the land of Andrew Mansfield; s. & e. with the Towne highway yt leadeth into ye woods; & alsoe; my oarchard & all ye building upon it; alsoe ye lott called Churchman's lott, contayning 60 acres, b. n. uppon ye Rockes; s. with the swamp that was given by the Towne to Hugh Burtt, etc. etc.

Witness.  
Richard Price

Edward Burtt.





## BONIFACE BURTON

There is little known of this early holder of Reading land.

He was in possession of a 60 acre tract at the southeast end of the town, lying southwest of Nickolas Brown's grant of 210 acres against the Saugus River. Burton's tract "lays southwest on the river that runs down to the Iron Works" (Saugus River). There is no evidence that he became a settler, for a time, at least, as in 1665 he conveyed the 60 acres, described as "lying in a Neck," to Daniel Hutchinson with a dwelling house thereon.

There is also a grant to him by the town, on Jan. 11, 1644 of "the corner of meadow butting upon William Cowdrey's meadow and Richard Sadler's meadow."

## THOMAS CHANDLER

Little is known of him. That he was in Reading in 1652 for the town passed a grant to Thomas Chandler as follows:

"The Town would give to a Smith and a Weaver ten acres of Upland and Ten acres of meadow upon condition that if Chandler the Smith, went out of town before four years were up, he was not to have any upland at all, and but seven acres of meadow."

Chandler remained in Reading for two years- and longer, because in 1654 there is an agreement recorded between Thos. Chandler of Reading and Henry Felch Sr. stating in part, as follows:

"Chandler doth owe to the sd Felcht seven score and seven pounds to be paid in shovels, spades, axes and broad Howes at Thirty-six shillings the dozen- that all these shall be good and sufficient able Tooles, well steeled fitt for men to worke with all both for shape and wayte."

The agreement further specified times for payment and that "for any neglect Chandler is to pay Felch £5 for every neglect."

In 1660 the town granted to Chandler ten acres of upland at the side of Bear Hill, the town reserving a Highway to go to the swamp against the Neck. This grant for "satisfaction for the land that was wanting of Mr. Green's lot that was laid out in Capt. Walker's place, which Henry Felch Sr. bought of John Horne of Salem.

Note: The above is additional proof that Capt. Richard Walker was the early surveyor, and that proper plans were by him prepared- and lost!



THOMAS CLARK  
Born about 1618    Died 1693

He came early to Reading from Lynn. He married first, Else, (Alice) who died Jan. 28, 1658; for his second wife he married Mary, sister of Maj. Jeremiah Sweyne, in 1658. He deposed in 1658 that he was 40 years of age. Essex Files 4:12

In 1675, Dec. 6 is recorded an "Indenture between Perecifull Clark, now of Boston, and John Parker of Redding." This Clark was a son of Thomas Clark, while another spelling is "Perley."

"In consideration of £ 40 paid by sd Parker, £ 29 in a dwelling house in Boston, and the remainder of the sd £ 40 in beefe and Pork." I sell to sd Parker:-

"his house and  $10\frac{1}{4}$  acres of upland, situated and being upon the line between Charlestown, (Stoneham) & Reading, lying together by ht part on the one side of the sd line and part on the other side of the sd line, which upland is bounded on the south end by land of John Gould; on the north corner by Redding Common land northwest; (Prospect) Street and northeast by land now in occupation of Thomas Taylor; & southwest by Charlestown common near the sd Redding Towne."

This would place Thomas Clark's homestead on the southerly side of Prospect street, west of Thomas Taylor's. This is confirmed by a grant by the town March 3, 1650, "of two akers of planting land at the west end of William Cowdrey's house-lot."

Clark was a selectman in 1659. He drew 10 acres against the Woburn line in 1652; 277 acres in 1658 north of the Ipswich River; and owned one of the 59 houses in Reading in 1667. He created a local scandal in 1671, when several of his fellow-townsmen and two ladies, "for their incivill carriages in an unseasonable time of night," at his house, were admonished and fined costs of court proceedings.

WILLIAM COWDREY  
Born 1598    Died 1687    aged 89 years

William Cowdrey is entitled to credit of being probably the most influential man in the early settlement of Reading. He was a farmer in Linn, as early as 1638, when he received a grant of 60 acres, which, if this land was in the old town of Lynn he must have abandoned when he removed to Reading.

That he was one of the most intelligent and most scholarly men in the settlement is evidenced by his election as Clerk of the Writs. He was, in all senses, the lawyer of the community. Deeds, Wills, Mortgages, Agreements, were in his handwriting as were the record of births, deaths, and marriages in his capacity of Town Clerk from 1644 to 1687. The frequency of his name on legal documents attested to his ability and influence.





## WILLIAM COWDREY (Continued)

At the Registry of Deeds in Cambridge, at the end of Book 1, is a list of early Reading births, deaths and marriages, collected in 1650 by William Cowdrey, then clerk of the town.

His will bequeathed his "writings" to his son, Nathaniel who succeeded his father as town clerk in 1687, serving only two years when he was succeeded in office by Hananiah Parker.

In 1647 Cowdrey was chosen on a committee to attend to the what we believe was the first general division of common lands--taking 22 acres for himself.

He is recorded as having his first house on what is now the corner of Main and Albion streets. It is probable his homestead with orchards was on the north side of the road from Reading to Woburn, on Cowdrey's Hill, named for him. Here he was granted large acreage. The town record clearly reveals that Cowdrey drew, or was given, Lot No. 1, in the First Division, which fact gives one of the clues to the part of the town where lay the First Division lots. In all subsequent divisions Cowdrey took a generous share.

The first local record in the "First Record of Lands" in Reading's old town book, under date of 1642, reads:

"Given to William Cowdrey, by the Town of Reading, three acres of meddow lying in Mille Meadow, bounded on the east with the meddow of William Eaton and Samuel Walker."

This record, if we can put full credence on the first early dates, mentioned in the town records, placed William Eaton in Reading six years earlier than had heretofore been learned. Students of the early town land records have a feeling that the town clerk some years later than 1642 collected the material recorded, and gave to each record a date that he thought approximated the transaction. The above 1642 grant is a sample-first, because there was no town of Redding in 1642; and secondly, that all grants up to 1644 were made by Lynn. Cowdrey, at that time, had little thought that three hundred years later, these records of his were to be so thoroughly scrutinized, and dissected to arrive at more accurate facts.

Cowdrey's land acquisitions were aplenty; in 1642, 22 acres in Bear Meddow and 3 acres in Mill Meddow; in 1667, 2 acres in the Common Divident; and 120 acres in the meddow near the Ipswich river, and 12 acres "laying at the head of Thos. Kendall's house-lott"-the latter grant being in full settlement for what was taken from his house-lott by Charlestown line;" in 1650 a goodly piece of meddow near Bear Meddow; 20 acres on the Woburn line in 1652; and in 1658, 188 acres north of the Ipswich river, that he sold in 1664 to Thos. Flint, Sr. At the same time John Smith, sold Flint his 190 acres; and also, acquired Thos. Clark's 277 acres- all in the same location. Here was a real purchaser. The above shows that there was vision behind Readings granted petition in 1651 to secure all the land north of the Ipswich river to the Andover line.





## WILLIAM COWDREY (continued)

Cowdrey also owned a lot east of the present Wakefield Town Hall, and, another lot on the westerly side of Main street and still another near the southeast corner of Main and Water streets, and still more land on the west side of Main street near Albion street where he probably lived at one time. In 1663, for some unknown reason, the town granted him "a parcel of land against his own lot down by the River," leaving a sufficient Highway for cattle to go to the River, and to the Mill, and is for his satisfaction for his way."

William was a selectman from 1647 to 1680, except 1659 and '61; was representative in 1651, '53, '58 and '61 and Deputy to the Colony Court in 1650 & '52. In the settlement of town bounds he gave good service to the town.

A special honor came to William Cowdrey in 1651 when the Colony Court appointed him on a committee to draw up "a confession of faith and discipline of the churches." He, on his part, reported in opposition to the committee's report, but the matter was finally cleared up to his satisfaction.

He was not only a farmer, and a scribe, but was a sort of Alcoholic Commissioner, for, in 1654 he was empowered by the Court "to sell wine of any sort, and strong liquors to the Indians, as to his judgment to meet their relief on urgent occasions, and not otherwise; but not to sell or deliver more than one pint to any one Indian at any one time upon any pretence whatsoever."

The Cowdrey homestead was on Cowdrey's Hill where he lived with his wife, Joanna and children.

"That a house was built at some time on part of the William Cowdrey lot east of the Wakefield Town Hall, is clearly shown by a conveyance of his son, Nathaniel to Samuel Dunton in 1665- "one dwelling house and barn adjoining, bounded on the south by the Highway to the Mill."

He willed "half of his homestead to son, Nath'll and half to his grandson, Nath'll; and also, to son, Nathaniel what he lives on." This makes clear the fact that Nathaniel, the son, had his own homestead on Cowdrey's Hill. This, he in turn willed in 1690, his homestead and land to his widow, Mary, during her life, that extended to 1729. Nathaniel, born 1661, died, as a soldier, while on the expedition to Canada.

William Cowdrey's grandson, William, born 1702, lived to the east of the Kendall Parker place on Prospect street, & Nathaniel son of William and his first wife, Elizabeth had as children, Samuel, born 1657, and Elizabeth born 1659; by his second wife, Mary, Nathaniel Jr. born 1661; Rebecca born 1663, married 1688 to George Townsend; William born 1666; Mary born 1668; Joanna born 1673, died 1736; Susanna, born 1676; and Mathias born 1679.



WILLIAM COWDREY (continued)

To further complicate the location of Nathaniel Cowdrey's house is a town vote in 1665,- "ordered that all the brush on the common shall be cut down, and cleared between Nathaniel Cowdrey's and the meeting-house, and from the meeting-house to Edward Taylor's." This would indicate that probably "the house he lives in" was near his father's on Cowdrey's Hill.

In 1689, Nathaniel conveyed to his son, William, his portion of the homestead including the Cowdrey field on the south side of the road to Woburn, and a 12 acre parcel, "my pasture by Goodman Gould's."

William Cowdrey, Zachariah Fitch, John Pearson, Thomas Kenall and Thomas Parker were all deacons of the First Church of Reading receiving their appointment in 1645.

Nathaniel in his will, left to his children: to Mathias; 20 acres in John's Neck; and 8 acres near Mrs. Judith Hay; to Samuel 10 acres in ye Second Division, near John Eaton's house in ye Plain, being part of my Lott he gave to his four daughters, and to Samuel "I give my best homespun coat."

William Cowdrey was of Weymouth, England; came to America in 1630. The name has been spelled Cowdry, Cowdrey, Cowdery, Cowdray, and as Reading's town clerk he often spelled it according to its pronunciation, Cowdry, Nathaniel, the son gave the name three spellings, but after his marriage to Mary Bachelder in 1660, and the descendants of Samuel, a son of Nathaniel took the name of Cowdrey.

In 1911, there was published a Cowdrey genealogy by Mary Bryant Alverson Mehling, a volume of 450 pages which descendants of William will find of great interest. It tells of the beautiful Cowdrey Park in Midhurst, England with the old castle ruins. The fine Park, and the old estate was owned back in 1304 by Thomas de Cowdrey. We quote:  
 "William Cowdrey, born 1602 at Weymouth, England, married first Joanna, who died May 6, 1666; married 2d Dec. 5, 1666 Alse, (Alice) children by Joanna: Nathaniel, Mathias born Sept. 30, 1641, died Mar. 25, 1663; Bethias born Apr. 14, 1643, married Sept. 18, 1667 to Sam'l Carter Jr; Hannah married Sept. 18, 1667 to John Polley of Roxbury."

William Cowdrey sailed from Southhampton, England in 1630. Settled in Lynn, later in Redding, where he lived on the site of the late Quannapowitt House on the Common., Cor. Main & Albion Sts."

Writing of the first settlers the following is stated: "We know less of them than we wish we knew. Their highest praise consists in the good work they left behind them. They found this spot a wilderness; they left it a fruitful field."





## NATHANIEL CUTLER

He was in Reading in the early days of the settlement, probably among the first forty families. He was granted 60 acres north of the Ipswich River in 1658; more land in the Great Swamp in 1666; and is included in the list of 59 house owners in 1667.

He was a son of John Cutler of Hingham. Nathaniel married Mary -----in 1655, and this may mark the time of his coming to Reading. His son, Nathaniel, was born on Mar. 12, 1658/9 and he had a son, Nathaniel. A daughter of Nat'l Sr., Hannah, married James Pike, listed as one of Reading's early settlers.

The inventory of his estate made in 1678, shows that Nathaniel Cutler had "a new house" appraised at £ 160 and an "old house" of the value of only £ 40. Both houses were willed to his son, Nathaniel, Jr. In the administration of the Junior's estate in 1714, we find, the new Homestead valued at £200, the old homestead at £150. Evidently, the old house had been repaired or the value of money had shrunk. His widow, Elizabeth made an accounting showing her husband's estate was valued at £750: 13 of which £183: 3 was in personal; also, that she had received rent of the old homestead from Henry Merrow, and of the other homestead from Pierpont Richards.

The probate Court for some reason appointed a committee to divide the estate of Nathaniel Jr. To his son was awarded the "now place," with two parcels of land, one on which the house stands and the other on which is the barn and orchard. Value £ 169:17:6. The other piece of 19 acres was bounded westerly by the Woburn town line; value £ 689:00.

The old house, barn, orchard, and  $37\frac{3}{4}$  acres was awarded to son, John. Value £232:03; also, the Southe lot, so called, lying north from the homestead, containing 23 acres. Value £138. Under the new appraisal the total value of Nat'l Jr's estate was £1178:6:6.

The early Cutler house was on Cowdrey's Hill to the south as his land abutted that of John Gould of Charlestown (Stoneham).

## DEACON JOHN DAMON

Born in 1621

Died in Reading 1708 aged 87

John Damman, was son of a widow, Abigail Dammon, who married John Eaton, in England April 5, 1620. John Damman, came to the Bay Colony in April 1635 with his Mother, being fourteen years old, John Eaton having preceded them in the "Elizabeth & Ann." The family were reunited at Watertown.

When John Eaton removed to Dedham, a few years later, his stepson John, instead of following his father to Dedham, came to Reading and settled on Cowdrey's Hill, while still young. It is thought that he came with Jonas and William Eaton or followed them a few years later.





DEACON JOHN DAMON (continued)

That he was in Reading probably as early as 1645 when he was made a freeman. He drew in 1652 ten acres on the Woburn-line plain; and in 1659, was allotted forty-three acres north of the Ipswich River, not a large acreage for that division. It appears strange that his name is omitted on the 1647 division of land; ~~my~~ have had a special earlier grant.

In 1660 we find another record of a Town grant to John Damon "of about an acre and a half at the end of his ten acre lot," on condition that he built upon it." We can find no reason for this condition, as all of John Damon's children were not then near to a marrying age, unless it ~~my~~ have been his removal from the centr of the town to the Bear Hill section.

John Damon, settled on or near the Bear Hill Brook road. He had a son Samuel, born 1656, who inherited his father's homestead, and his son, Samuel, born 1681, came into possession of the homestead, removed to Woburn and in 1723 deeded to his brother Ebenezer and John Damon for ninety pounds, "the house, edifice, building, land, yard, garden, and orchard, all that my father possessed." This was evidently not the homestead of grandson, Samuel, because in 1720, three years previously, he deeded to his son, John, born 1697, "one-half of my Homestead that I now dwell in, with Housing, orchard, and meadow, and one-half my Pine Swamp and Ash Swamp lying near my Homestead and joining to Bear Hill."

Samuel C. Damon in a volumn on the Reading Damon family, published in 1882 reports that he is fully convinced that not a person in the U.S. bearing the name of Damon, who may not trace back his ancestry to either John and Thomas D<sub>a</sub>mon of Reading, or John Damon of Scituate. He gives the following data:

"John Damon was born in 1620, in Reading England. In 1633 he sailed for America. After landing he, as a young man, found employment in the vicinity of Nahant. At the age of 25 he became registered as a freeman in Reading. He appears to have been on intimate terms with the best people in Boston for in 1645 he married Abigail, daughter of Richard Sherman, a merchant of that city."

"John Damon being a man of substance, having much cattle, took his 'lot' on Bear Hill at the head of the Great Pond. His son, Samuel became an occupant of this 'lot' and in 1751 his grandson built on the site, the Damon Mansion, in that day regarded as one of the best dwellings in Midd. Co. Six generations occupied that home."

"It appears that John Damon was a man of influence and integrity. Doubtless it was owing to that influence that Reading was so named, after his birthplace in England." If this intimation is correct, Damon, must have been in Reading before 1644, which the records do not show to be the case. John Damon's youngest son, Joseph removed to Dedham and founded the Damon Family of that town.



GEORGE DAVIS  
Died 1667

Came to Reading very early from Lynn. In 1645 he bought a nine acre house lot of William Blott, bounded on the east by common lands, probably in the centre of the town on the west side of Main street. The year previous, Davis was granted three acres of meadow, bounded on the south by the common lands of the town of Charlestown. In 1647 two more parcels were given him, eleven acres of upland, and eleven acres of meadow lying on the south side of Ipswich River, with the river its northerly bounds. In 1654 Davis bought one and one-half acres of Thomas Dutton; bounded south by John Gould, which places this land near to what was later the Stoneham line.

In the new two mile grant, north of Ipswich River, he drew two hundred and four acres of upland in 1658; the same year was added three acres in Flagg meadow; another three acre meadow on the Andover town line; and still another meadow of two and one-half acres, extending from the Ipswich River north to the new highway, a total land holdings of over two hundred fifty acres.

One of his daughters, Elizabeth, born 1654, married 1678, Timothy Wiley, Son of Timothy Wiley the first settler. Another daughter Hannah, married John Boutwell. A grandson, Joseph married Hannah Hartshorne.

The first house built in the present limits of Reading was that of Henry Merrow, who emigrated from Scotland, and after marriage decided on making Reading his future home. So in Oct. 22, 1664, he bought of George Davis for seven pounds, five shillings, eleven acres, on what is now West Street in Reading, "bounded on the Southwest with the common land of the towne, John Poole on the north, on the Southeast by Jeremiah Swayne, and on the Northeast, with the highway." This was bought at the time when admittance to the Town was under strict regulations, and that is a reason that we find this deed acknowledged "Before the Commissioners of Redding- Nicholas Browne, Thos. Kendall and Wm. Cowdrey." Merrow was one of the type of citizens that met the Town's arbitrary regulations of that time.

Eight days later, Merrow acquired of William and Martha Eaton, five acres in Hundred Acres, and later bought much land of others.

Davis is named as a member of Reading's First Church, but his wife's name is missing. Children were born in 1648, 1651, 1657, 1660, and 1662. The Church records reveal Davis as a trouble maker and he was frequently brought before the church for admonition.





## SAMUEL DUNTON

D. Nov. 7, 1684

We find little in the records about this early settler. He was probably a son, or brother, of Robert Dunton who was a selectman from 1647 to 1649. Samuel, in 1652, received permission from the town to "set his house, and shop between Ensign Marshall's and the River but is not to fence or garden the yard." Samuel had several children his eldest being Samuel, born in 1647, who married Sarah Kendall about 1673, for on April 1 of that year, the senior Samuel conveyed to his son, a one-quarter acre- parcel of land at the westerly end of his homestead lott on the north side of ye way to ye Saw Mill, "To lott a house."

The consideration was "good will and his contract of marriage." The lot conveyed, took in "three rows of apple trees" in his father's orchard, and was against land of William Cowdrey on the west, where at sometime Cowdrey or his son Nathaniel, built a house. He, also, conveyed to his son,  $4\frac{1}{2}$  acres on the westerly side of Lot End Road, and 6 acres to the south down by Lieut. Smith's land.

In 1674 the town laid out a highway three poles wide from "Goodman Dunton's orchard, by Goodman Poole's stone wall and so to the old River."

In 1678 Samuel Dunton Jr. bought of William Cowdrey 40 poles of his land to the west of the Dunton land on the north side of "ye road to the Saw Mill," along the "Gutter side;" and also,  $1\frac{1}{2}$  acres across the road to the Mill river on the east, and bounded on the west by the highway to Boston. The lot was either Cowdrey's early acquired lot on the south-east corner of the present Main and Water streets or the land east and south of it.

In 1687 a committee of the town reported having sold to Samuel Dunton Jr. "13 or 14 polwa bounded by his land bought of Dea. Cowdrey on the south; by the dam before sd Dunton's door, and so by the causeway to the mill (Poole's Corner Mill). This indicates that the crossing over Mill river was at or near the present Wakefield Centre Station, and the mill dam just to the south with the causeway below the dam. Time passed and it was not until 1714 that the children of Samuel, deceased, conveyed to John Dunton, a brother, "all the homestead of our late father."

A "Brother Dunton" was a member of the First Church but if it was Robert or Samuel is not known. Both drew land in the first division in 1647- Robert and Samuel were granted 10 acres. In the Ipswich River division Robert and Samuel drew 60 acres but here Robert is not mentioned. Samuel, and his son, Samuel were both listed as house owners in 1667, but no mention is made of Robert. He appears to have disappeared.

The will of Samuel Dunton was entered in the Middlesex Probate Court as a verbal will and recorded in Vol. 6 Page 365. A copy of this will appears in full with inventory, in Chapter V.





## JOSIAS DUSTIN

Three years later, the town granted to Tower, "the land that layeth between his house, which is between two little runs of water, which is a few poles of ground upon condition that he lay out to the Common as much of his land at the farther end of his lot."

The Vital Statistics of Reading make no reference to this family. In 1652 Josiah drew 10 acres against the Woburn line; and 116 acres north of the Ipswich River. In the division of the Great Swamp in 1666 Josiah drew land according to his ministerial rate which was one pound. Here, too appears the name of Thomas Dustin with a rate of £1:19:8. We cannot explain the relationship, if any.

In 1703 there was an agreement between Mary Brown of "Redding" late widow of Cornelius Brown, formerly widow of Adam Colson, and her children David, Elisabeth, and Mary Colson, concerning disposition of Dustin's land, east of the Common, viz:- "One parcel, being ye southerly half of ye Lot that was our Honored parent and predecessor Josiah Dustin, deceased, bounded south by the Town Highway (Salem street), in part, and partly by Dea. Fitches; west by the Town Common; east with the meadow land; north by the lot bought of Dea. Cowdrey, that lyeth near to Capt. Bancroft, joining to ye meadow land north, and to the highway east, it being by estimation 23 acres."

The parcel was given to Mary Colson Brown, during her natural life.

## JONAS EATON

D. 1674

Jonas Eaton came from England in the ship "Hercules", in 1637. With him, was his brother, William and family. They wettled first in Watertown, where Jonas bought a 6 acre lot of Simon Onge on the old Sudbury Road. In the meantime, it is surmised, that he married Grace \_\_\_\_\_, as the first child, Mary, was born in Watertown in 1643.

A recently discovered document in Book 1, page 81 of the Suffolk Registry of deeds reads:

"Jonas Eaton of Watertown, granted unto Richard Cuttin of the same town, his house and grounds formerly bought of Symon Onge, lying between Edw. How and William Seger."  
This deed bears date of 16 (11) 1646, and was acknowledged before John Winthrop, Governor, 23 (1) 1646."

This disposal of his Watertown homestall, and the further fact that the following year, at a town meeting, in Redding, he was given a grant "of eleven acres in Bare Meddow, upon Martin's River bounded by a Great Rock on the south side of ye River by a Little Run"- places Jonas and family as a land owner in Reading in 1647. They were members of the First Church in 1648.



Jonas's homestall, where he lived his life in Reading from 1647 till his death in 1674, is easy of determination. He left his homestall to his second son, Jonas, who in 1696, sold it to Thomas Nichols. The will read, "I doe give to my sonne, Jonas Eatton, my house and Homelott with Barne, and all that belongs thereto, my meddow in Beare Meddow, and other lands." The land was one of the 30 acre lots on the east shore of Reading Pond, bounded by John Batcheller on the north and by John Eaton on the south and by the Great Pond on the west. The deed to Nichols reads only 26 acres. This deed is of genealogical importance as it makes definite the fact that Jonas Eaton and William Eaton, were brothers. William Eaton, on his death in 1673 willed his Homestead next to Jonas on the south, to his eldest son John, who willed it to his son, William, who, in 1706 sold it to Thomas Nichols. In the Jonas Eaton deed to Thos. Nichols it was definitely stated: "bounded on the south by land of my cousin William Eaton." Such deeds turn surmises into indisputable genealogical facts. There is a family tradition that Jonas first lived on an old road that extended northwest from Prospect street crossing what is now the Bear Hill Estates.

Jonas, although somewhat late in arriving in Reading, acquired a considerable number of common lands lots in the various divisions: 11 acres in 1647; 11 acres in 1652; 144 acres in 1658; and still more in the Great Swamp- Ash Swamp- all in addition to his 30 acre homestead lot, east of the Great Pond. The 144 acre tract north of the Ipswich River, at least 96 acres of it, went to Jonas's son, Joshua, who, in 1699 sold it to Thos. Taylor Jr. and for consideration took 12 acres of Taylor's upland on the west side of Prospect street.

In 1730 Dea. Thos. Nichols gave to his son, Ebenezer, the old Jonas Eaton homestead property, or at least 20 acres of the land with the buildings. This deed specifically mentions the orchard on the former Eaton land. The property next adjoining was then still owned by the deacon.

Jonas Eaton, the early settler, was a selectman in 1650, '62, '70 and '73 and held other minor civic offices in the town.

When Jonas left Watertown the conditions then were favorable to a profitable sale of his homelot of 6 acres. Then, too, there was a ready market for all the settlers could raise. The price of a cow was from 20 to 24 pounds; £35 for a mare; six shillings for a bushel of corn, which prices dropped a third two years later. When Jonas arrived in Reading, Mary, his daughter was only four years of age, and John was one year old. So, it was many years before he could have the help of his children on the farm. In fact, Jonas, never lived to see any of his children marry.

Jonas Eaton, at his death, in 1674 left an estate valued at £944:16:4. To his eldest son, John, he left a farm at "Pine Playne," afterwards, for years known as "Eaton's Playne" at Wood End. This farm, with buildings in process of erection in 1674, in anticipation of his son's marriage, was on the westerly side of the present Grove street, a short distance north of Lowell street, and extended to the south and west. His was the second house built in what is now the town of Reading. Nov. 18, 1680 Jonas's widow, Grace married Henry Sillsbee of Lynn. When she died is unknown. Sillsbee's will made no mention of a wife.





## WILLIAM EATON

D. 1673 in Reading.

He came from England in 1637 in the good ship "Hercules," out of Sandwich. With him was his family and his brother, Jonas. He first settled in Watertown on the easterly shore of Fresh Pond, a short distance south of the Cambridge town line. His name appears as a grantee and proprietor of land in Watertown, prior to 1643.

The exact year of William Eaton and family removing to Reading is unknown. He was a land owner in Old Reading as early as 1642, as the following town records shows:

"Given to William Cowdrey by the town, three acres in Mille Meddow, bounded on the east with the meddow of William Eaton and Samuel Walker."

William, came into possession of one of the 30 acres lots on the East shore of Reading Pond, either by grant or purchase where he lived until his death in 1673. This farm adjoined that of his brother, Jonas on the south. His dwelling house, barn & land and orchard, he left in his will to his eldest son, John, who, in turn bequeathed it to his eldest son, William and he in 1706 sold the farm to Thomas Nichols, whose wife, Rebecca, was a sister of William, the early settler, and the wife, were members of the first church, and he, during his entire life held many public offices. Many of his descendants settled in what is now the town of Reading.

In 1652, he was granted 10 acres against the Woburn Line on the Plain next to Birchen Plain; was granted large acreage in 1658 north of the Ipswich river; and in 1666 drew land in the "Great Swamp."

In the Essex County Registry of Deeds, under date of Jan. 18, 1657, Book 2, page 203 is a deed of Robert Burnap, and wife Ann to William Eaton of Reading, conveying "100 acres of upland, being situated in ye bounds of Lin; bounded north with "Wigwam Meadow" east by ye land of one Wellman; on ye south by Adam Hawks; and on ye west by ye River." This land lay east of Saugus river, and the Reading-Lin line, and indicates that Wigwam Medow lay on both sides of the Saugus river. This land he willed to his son, Daniel.

In the Lynn Vital Records we find that a William Eaton married Mary Burnet in 1692, and removed to Lynn End. He was probably a son of either John Eaton or Daniel Eaton of Reading, and grandson in either case of William Eaton, the early settler; and his wife Mary was undoubtedly a daughter of the Robert Burnap of Reading, grantor in the above mentioned deed of 1657.

Fred H. Eaton of Andover, Mass. a descendant, has in his possession a silver heart-shaped pin, handed down from one generation to the next, which is said to have been brought from England by William Eaton in 1637.





MATTHEW EDWARDS  
D. 1683

Came to America in the "Speedwell" from London in 1657. Married Mary, daughter of John Poole the same year. They had no male children. He died 1683, aged 52 years.

A sister, Mary Polley, wife of John Polley of Woburn, inherited the whole or had a contracting interest in the estate, as is recorded in a deed: John Polley, Carpenter, and Mary Polley, his wife of Woburn, to John Dickerman and Thomas Boutell of Reading, dated Feb. 8, 1692, recorded with Midd. Deeds Book 13, page 543, as follows:

"All our rights, parts and parcels in housing and uplands, lying in divers seventy acres and parcels, with fences and all other movable estate, which was given and bequeathed by the last will of our loving brother, Matthew Edwards of Reading, to me John Polley my wife, with all rights of housing, fences, lands, movable and ariable in present possession, as decreed in his will."

In 1667, Edwards sold one hundred twenty two acres of land to Samuel Moulton of Salem, for ten pounds, ten shillings. In 1668 the administrators of Moulton sold this one hundred and twenty-two acres to John Phelps of Redding. This was Edward's land north of the Ipswich River, granted to him in 1658.

It is probable that Edwards daughter, Elizabeth, had an interest in her father's estate. She married Joseph Hastings (who came from Cambridge) in 1699. On May 8, 1714 they conveyed to Kendall Bryant, John Nichols, Jr. and Thos. Nichols for three hundred pounds, eighty acres, lying west of the Great Pond, and seven acres in the Great Swamp. The eighty acres was bounded on the north by John Dickerman, on the south by land of Kendall Bryant; and on the west by the Highway, (Elm Street). On the same date Hastings and wife, conveyed to the same grantees for forty pounds, twelve acres at the southwest corner of the Great Pond. A fair supposition is that this was all land early owned by Matthew Edwards. In 1718 the Dickerman lot to the north of the above tract, was sold to Messrs. Nichols and Bryant, and this lot was bounded on the east by the Great Pond.

The ancient homestead of the Nichols family was in this section of the town, probably on what is now North Avenue in the vicinity of the old Boston Ice Co. Property.

Matthew Edwards had a son, Matthew who died in 1689 at the age of 21 years. The son's will dated only six years after his father's death, and on his becoming of age, refers to the estate of housing and land to be given to him by his father to be equally divided among his sisters, Tabitha, Sarah, Abigail, and Elizabeth. The inventory cites; "housing, upland and meadow, appraised at £550.



HENRY FELCH  
D. 1699

Felch or Feltch settled first in Watertown, was in Lynn in 1640, removing to Reading in 1647. It is thought that his homestead was east of Main street, north of Smith's Pond, and south of the present High School, but there has been found little more than tradition to trace his homestead with accuracy. He drew 9 acres in the 1647 division.

On June 28, 1648, Felch, mortgaged "my lot in Reading" to John Bacheller of Dedham. Midd. Deeds Book 1, page 21. This mortgage was discharged. Book 1 page 72. No other conveyances are found in the county records.

About 1765 a Samuel Felch was living at this place. He was a grandson of Henry, born 1690 and he would have been 75 years of age when the 1765 map located him at this point. This Samuel, married Catherine, a daughter of Dea. Francis Smith. The same map located a Widow Felch near the old Stoneham-Reading road at the westerly end of Prospect street. Henry Felch did not leave a will, but an inventory of his estate showed that he possessed a homestead of 30 acres valued at £170: and that he had 30 acres of land "that Jos. Felch lives on" valued at only £18. His estate was valued at £315. His son, John was named administrator. The property was divided into eight shares to the widow and children, - son John getting 2/3 of the lands, and the widow her "1/3 part of the west end of the house from top to bottom."

In the 1647 division of land there is mention of a Henry Felch Jr. but nowhere else have we found anything concerning him. Henry Sr's oldest son, was John, born in 1659. He probably came into possession of father's estate as he in 1712, conveyed to Thos. Eaton, farmer, two houses and land, for a consideration of £372. This deed read: "Housings and Land with several parcels of land in Reading, sd Housings & Barn, and my other house & Barn, my cider mill with the land they stand on, being 30 acres with the orchard & fencing bounded southerly by land of my brother Sam'l Felch; northerly by Jonathan Parker; easterly & westerly by the Town Highway."

In 1652 Henry Sr. drew 10 acres at Burchen Plain; drew land north of the Ipswich River, in 1658; a lot in the Great Swamp in 1666, and in the list of house owners in 1667 are the names of Henry Sr. and a Joseph Felch.

Henry Sr's widow, Hannah, died in 1717 aged nearly 100.

In 1654 there was recorded in Middlesex Deeds, In Book 1, page 111, an agreement between Thos. Chandler and Henry Felch Sr. It appears that Chandler was indebted to Feltch for one hundred forty-seven pounds to be paid in "shovels, spades, axes and broad Howes at thirty-six shillings a dozen---all well steeled, etc."

He served as Selectman in 1647-48 and 51.





(continued)

## HENRY FELCH

For additional dates on Henry Felch, we find in "Stearns Genealogies and Family History of the State of New Hampshire. (1908) Vol. III, pages 1185 & 1186, the following, condensed from what appears in the volumn:

"Like many other patronymies this name which is in all probability of Welsh origin, has passed thru several forms of spelling, such as Felcks, Falch, McFalch, Felch, and Felch. There is strong evidence that the Felches are descendant from David, Prince of North Wales, and his princess Mary, granddaughter of King Henry the First of England."

"Henry Felch, the first of the name in New England, came from Wales and first appeared on the records at Gloucester, in 1641. His first wife was Margaret, who died in 1655; his second, Elizabeth, who survived her husband some twelve years. He was the father of two daughters and one son, Henry."

"The son, Henry, known early as Jr., whose mother was Margaret, undoubtedly accompanied his parents from Wales and settled in Reading, where he served as selectman in 1647, '48, '50, '51 and was called sergeant. He died Nov. 11, 1699. His children were, John Joseph, Hannah, Mary, Elizabeth, Daniel and Ruth."

"Dr. Daniel, third son of Henry and Hannah Felch was born in Reading about 1669, settled in Seabrook, N.H. and was the progenitor of the Felches of that state."

Now we come to the mystery of Henry Felch Jr. who was granted land in Reading in the first division in 1647; and again in 1657 where he was granted three acres at Dirty meadow. Nowhere, as far as has been discovered is there any record to show that Henry Felch Sr. of Reading had a son, Henry, and yet we have cited two references to such a personage. After 1657, he appeared to have disappeared.

It would appear that there were two settlers in Reading bearing the name of Henry Felch. Both had houses in 1666. The inventory of the estate of Sergt. Henry Felch who died Nov. 11, 1699 mentions a "homestead of Housing and 30 acres of land; 26 acres that Joseph Felch lives in; 40 acres north of the Ipswich river, etc." There was a division of the property in 1700 when commissioners awarded son, John double each of the other children; gave use of the dwelling and orchard to the widow; gave son, Daniel, 5 acres of the homestead next to his own land that he purchased of Henry Brooks, and 26 acres in the 2d Division; to son, Joseph, 26 acres in the 1st Division where his house stands; and the remainder of the estate including the homestead, to son, John;

Joseph Felch in 1729 willed the use of his dwelling house to his widow, Mary and left all else of lands and buildings to his son, Ebenezer.





ZACHERY FITCH

B. 1591

D. 1662

Fitch was born at St. Albans, England; was in Lynn by 1636; became freeman in 1638, when Lynn granted him "30 acres and ten."

He was in Reading in 1642, possibly earlier, as we have a belief that many others of the first settlers had "put their toes" in this territory earlier than any date now available. He was not numbered as "among the young men of settlement," for he was 51 years of age when he removed from Lynn.

His first and only homestall on Main street to the south of Salem street, extending to the south and east. He was a deacon in the First Church as was his co-settler, William Cowdrey. "Fitch Hill," later the "Shingle Hill" of Salem street, were within the limits of his farm.

In 1647 the town gave him 8 acres in the Martin pond meadow, in 1652, 10 acres of upland lying in the "west range of lots;" against the Woburn line; in 1658 he drew a large acreage north of the Ipswich River but the original record of this grant is wholly illegible.

In 1659 the town in laying out a highway from Andover, via the Saw Mill and "Lot End Road" for a "cart, horse and foot," way planned to reach the Common, Cornfields of Fitch, and Josiah Dustin, one pole wide over the land of each of them. This was frustrated by the two men and the old driftway, near what is now Sweetser street was substituted. It was not until 1675 that a road was settled over Fitch's Hill, when his son was given a meadow "for satisfaction for a highway thru his lot."

Dea. Zachery left five sons. The record of four of them attested to their influence in the town affairs. The father was a selectman in 1649, 51, and 61, and his son Dea. Benjamin was a representative in 1687-91-93.

In the early records of Medford is found the name of Zachery Fitch. In the Colonial records we find that a Zachery Fitch was made a freeman on the 7th of the 7th month, 1638.

Zachery Fitch son of Dea. Benjamin, who inherited his father's homestead, left it in his will in 1712 to his son-in-law, Jonathan Poole, and his wife, Bridget, reserving a part of the house for the use of his widow, Mary. He also, willed to his widow "all the goods, etc. that I received when I married her, and ten pounds in money she gave me to keep for her; also, five pounds annually should she marry again or removed out of Reading to Dwell."

Dea. Benjamin's will disposed of not only the homestead, to sd, Poole but a "malt-house, mill-house, barn and about 40 acres of land bounded westerly by the Town Common; northerly partly by the highway and partly by land of John Batchelder; and southerly with the land which formerly belonged to Joseph Fitch, deceased, a brother, withall the cattle and implements used in Husbandry, and for making and grinding malt and Syder."



ZACHERY FITCH

Joseph Fitch died in 1694 and left all his land and buildings to his son, Joseph, who died the next year and the homestead "lying at the East End" to come into possession of his son, Zachery when he became of age in 1715-16.

Samuel Fitch, another son of Zachery, the first settler, died in 1684, and willed to his son, Samuel, born 1674, when he became twenty-one years of age, his entire estate of lands, dwelling house, etc. of the value of £245.

The ancient writing was "Fytche."

John G. Fitch in his "Genealogy of the Fitch Family," says that the family originated in Germany, and went to England; that "among the earliest settlers in New England of the name of Fitch, Stranahan and also Mills mention Jeremiah, who was the first Fitch whose name appears on record on this side of the Atlantic, at Lynn 1634, Reading 1644, Boston, 1652 where four children are recorded as born to him, two of them sons of whom one died in infancy; that Dea. Zachariah, brother of Jeremiah, had seven sons and one daughter."

In 1903 Hon. Ezra S. Stearns published a record of six generations of the Fitch family, descendants of Dea. Zachary Fitch, of Reading, Mass. "Zachery or Zacherie, the emigrant ancestor came to Lynn about 1633; settled in Reading about 1640; was admitted a freeman in 1638; was an original member of the First Reading Church and deacon from 1645 until he died, June 9, 1662. His wife was Mary, but a record of the marriage has not been found. It is certain that he was married about the time he emigrated to America, in England or New England."

His will is dated Mar. 18, 1662. He left eight children-Thomas, Jeremiah, Benjamin, Sarah, Joseph born 1634, John, Samuel born 1644-5 and Zachariah born June 20, 1647. Thomas removed to Boston as did Zachariah.

## NATHANIEL GOODWIN

D. 1693

Nathaniel Goodwin was early a settler in Reading. He married 1st, 1665, Mary Lunt; and, 2d Susanna, in 1675.

He was known as "Ensign Goodwin." It is recorded that "He lived on the side of the Pond." He was a selectman in 1679, '81, '84, '81 to '92; town clerk from 1691 to '93, and representative in 1690 and '92. His homestead was at or near the northwest corner of Prospect and Elm streets.

His son, Nathaniel Jr. was left his father's homestead, marrying two years after the father's death. He, in turn, left the homestead and 18 acres to his son, Nathaniel Jr., with the widow having a life use of part of the dwelling house. To his son, John, he willed "my weaver's loom, with all that partakes to weaving and £90, all to come to him when he becomes of age."

The inventory of Nathaniel Jr's estate cites "six acres near the homestead, joining to the Hyway that goeth from Town to the Wood End." Elm street of today.





### JOHN GOULD

John Gould who was a first settler in Charlestown, owned land west of Smith's Pond in what was then Charlestown, but in 1658 and 1903 became in part an addition to Reading.

He was a first settler in that section, most of which is now in the bounds of Stoneham.

His homestead was near, or on the old road (Green street) that now runs south from Albion street toward the old Wakefield Standpipe. His farm, extended north nearly to Prospect street.

In a deed of Daniel Gould of Charlestown, cordwainer to Joseph Brown of Reading, yeoman, dated Mar. 3, 1708-9 and recorded in Midd. Deeds, Book 14, page 712, there was conveyed to Brown "All my right, title, and interest in the Farm that was my honored father's Daniel Gould as his heir, it being ye farm that was my father's given to him by his grandfather, John Gould formerly of Charlestown, containing 90 acres and situated in the Township of Charlestown neer, or bounding upon Redding."

"It consists of part upland and part meadow, contains one house and barne, outhousing, yeards, orchards, gardens, pasture, and ariables, bounded easterly by land of Francis Smith (whose land was east and south of Smith's Pond) and other proprietors of Reading unto Timothy Goodings land xxx and so by the stone wall fence to John Gould and Thomas Cutler and so along to a brook by the River and so up ye River to ye Pond." (Smith's)

It was largely thru Gould's efforts that what is now Stoneham was set off from Charlestown in 1725. This brief mention is here given, as several of the early Reading settler's had land, bounded by Gould's land in the south and west.

### REV. HENRY GREEN

Was first minister of Reading. Came from Watertown, where he owned 72 acres of land granted him<sup>by</sup> the town. Ordained minister in Reading in 1645. He married Frances, daughter of Dea. Simon and Joanna Stone of Watertown. He died Oct. 11, 1648 leaving a widow who remarried and two children.

There is little more known of the reverend gentleman. In 1877 Rev. Charles R. Bliss, pastor of the Wakefield Congregational Church wrote of Mr. Green as follows:

"The name of Green stands first upon the list of early Reading ministers. The time and place of his birth is unknown. On arriving in America he first went to Watertown. Being a yound man of scholarly habits, his services as a teacher were in requisition. Coming to this place (Reading) early as 1645 though not as a minister, the church selected him to that office, thereby asserting at the outset the anti-prelatical principal to maintain which they had left their native land.





ISAAC HART

B. 1618

D. 1699

Hart was well looked after in the first distribution of land in the centre of Reading. By an unrecorded deed from Hart to his son-in-law John Winborne of Malden, 1689- it is revealed that Hart owned a wide plot of land west of our present common, extending from the present location of the Baptist church edifice, north to Reading Pond. In 1673 he gave to the town a "path from the pond to the meeting house,  $\frac{1}{4}$  pole wide." This was later known as "Pond Lane."

For satisfaction Hart was given in the Common, adjoining his own land, "three quarters of a pole, broad along his fence, from the pond to a great stump, and so to the corner of his own fence."

In 1688, Hart sold for £90 his holdings to the town as a site for the Second Meeting House, and later the south part was used as the site for the high school building, corner of Lafayette and Common streets. This was long known as the "Prentiss Place."

Hart's dwelling house was early near the corner of Church and Common streets. He was apparently an erasible fellow, in trouble with thw town and parish from time to time, for stealing hay, creating disturbances, etc. He finally removed to the North Precinct (Second Parish), and afterwards to Lynnfield. Nevertheless, he was a Lynn End contributor to the extent of £10 and one shilling, when the town built the second meeting-house in 1689. Hart's wife was an eccentric person; was arrested for witchcraft, and held in Boston in a jail for about ten months, when she was released. She was a member of the first church in 1648, but her husband is not so listed.

Hart arrived in the Bay Colony in 1637, as servant to Richard Carver, stopped a while in Watertown, then went to Lynn, and came to Reading at or before 1647. He must have built a house while in Watertown for in 1656 he sold it to Samuel Stratton of Watertown, one acre of land "with an old house on it."

Hart's daughter, Elizabeth married in 1667, John Winborne of Malden. He had a son, Adam, born 1666, and in 1690 Hart conveyed to his son, 120 acres of upland, bounded on the north by the Andover line- land that Hart had bought of his son-in-law Winborne.

In 1661, Hart is found leasing a 200 acre upland farm to John Bachellor and his son. The lease recites that this farm was one that Hart bought of Robert Bridges, but the records do not disclose any deed from Bridges to Hart. This lease also included one hundred acres more that Hart bought of Thomas Marshall. The lease-price was "£7 yearly as followeth: one Bushel in Rye & Indian & all the rest of the pay in Wheat or Cattle." Midd. Deeds, Book 2 page 199.

In a deed of Joseph Belnap of Boston to Edward Hutchinson of Lynn, Essex Deeds 53-22 and Dated May 19, 1730, there is reference to a meadow of John Pearson & to a meadow & upland of Isaac Harte, son if Isaac the first settler.



## ISAAC HART

In the first general division of land in 1647, Hart drew 15 acres; 10 acres in 1652; and 91 acres in 1658. His ministerial rate in 1666 of £1:6 entitled him to a small slice of land in the Grate Swamp.

THOMAS HARTSHORNE  
B. about 1614 D. 1683

Thomas Hartshorn, Tailor, is found in the first general division of Reading land in 1647, but it was only for five acres, indicating a recent arrival, or a small family; Susanna, his wife and a son, Thomas, born in 1642. On March 3, 1650, the Town granted Thomas "two acres of planting land at the west end of William Cowdrey's orchard, upon this condition that it is ours to give," but he had to give Thomas Clarke first chance at taking this two acres.

Hartshorn was admitted a freeman in 1648, and served as a Selectman in 1661 and 67. His name is missing in both the 1652 and 1658 divisions for reasons that cannot be stated.

He had acquired more land however, for in 1665, he sold John Lamson, eighty acres on the westerly side of land of Richard Nichols, with William Eaton's on the East, and the highway on both north and south sides. This description suggests land north of the Ipswich River.

He was the ancestor of many descendants, some of whom are residents of Wakefield, this year, 1935.

His homestead with 32 acres which he willed in 1694 to his son, Benjamin born 1654, was on the west side of Elm street, (nearly opposite Winn street), but to the south, the old and first road leading westward out of Reading. His neighbor, on the west was Abraham Bryant, whose homestead later passed into the possession of Nathaniel Stow; and across the road was the homestead of Richard Walker, later known as the Suel Winn place. Elizabeth, widow of Thomas had a life interest in the homestead.

In a deposition, 3rd of the 2nd month 1654, Buck gave his age at about forty years. His first wife, Susannah, died March 18, 1659-60; his second wife, Hannah died July 10, 1673. She was a daughter of John and Hannah Ayres and widow of William Lamson of Ipswich. Thomas died about May 18, 1683, leaving his property to his sons, Benjamin and Thomas.

The name Hartshorn, came from a parish in Litchfield, dioceses, Serbyshire, England, so named from its geographical resemblance to a hart's horn. The Hartshorn coat of arms is three buck's head, and the crest is a buck's head.

Thomas Hartshorn was born in Reading, England, about 1614, and came to Reading among the early arrivals.





## THOMAS HARTSHORN (Continued)

Thomas had children; Thomas, 1648, John 1650 who married Ruth Swan; Joseph 1652; Benjamin born 1654; Jonathan born 1656; David born 1657; Susannah born 1659/60- married John Devereaux Jr. of Marblehead married 2d 1694/5-Stephen Parker of Andover; and Timothy born 1661/2.

In the N.E. Historic and Genealogical Society's library will be found genealogical notes on the Hartshorn family of Reading, compiled in 1924 by Ella May Lewis of Springfield. At the same place is more data by Stewart H. Hartshorn of Short Hills, N.J. 1923.

REV. SAMUEL HAUGH

D. at Roxbury 1662

The Reverend Mr. Haugh, was probably born in England. He came to the Bay Colony in 1634 with his father. He was educated at Harvard College; married Sarah, daughter of Rev. Zachariah Symmes of Charlestown; and began preaching in Reading in 1648, as the second pastor of the First Church being ordained in 1650. The History of Reading gives a comprehensive story of his life and activities up to the time of his death in 1662.

In 1652, he received a Town confirmation grant of thirty acres of upland, "to lay at the hither end of the plain adjoining to the Town's dividint; "and fifteen acres at Burchen meadow.

His homestead was where is now Wakefield's Town Hall, extending east a short distance and still further north, bounded on the East by lands of William D. Cowdrey and Thomas Parker, and north probably to the present Mechanic or Centre Streets.

This homestead was earlier owned by Rev. Mr. Green the first minister in Reading; was later the residence of Noah Smith, whose old house still stands on the north side of Lincoln Street, Wakefield. This site still stands on the north side of Lincoln Street, and may have been the first homestead of Lieut Thos. Marshall.

Parson Haugh left considerable property not only in Reading but in Boston, Braintree and Cambridge. In the distribution of his large estate amounting to eighteen hundred twenty-two pounds, seven shillings and six pence, the homestead fell to his daughter Elizabeth of Boston wife of Capt. Herbert of Boston who removed thereto. His will, dated 1657, is lengthy and explicite as to the disposition of his real and personal property. The Reverend gentleman left two Negro slaves. In a codicil, he left them a cow. That he had some doubts about his son, Samuel's ability as a scholar, is attested by this addition to his will; "If my son prove a scholar, I give my Librarie unto him; if he prove no scholar then it is my will that my Librarie be divided between my dear wife and my beloved brother, Mr. Zachery Symmes, Jr., and my beloved Wm. Whittingham, provided he prove an approved minister."

Midd. Mass. Reg. of Deeds.





REV. SAMUEL HAUGH (Continued)

Mr. Haugh's wife, Sarah, following the death of her husband, married Rev. John Brock, the third minister of the Reading church, who was born in Stradbrook, England, in 1620, had arrived in the Colony in 1637. He had been educated at Harvard College. Sarah (Haugh) Brock died in Reading in 1681.

THOMAS HODGMAN  
D. 1729

Thomas Hodgman was early in Reading but not a first settler. His dwelling house stood on the south end of the Great Pond, between the Pond and Church street. His land ran south for a considerable distance, west to the brook by the present Deadman's Crossing, and east to Isaac Hart's land. His home is more particularly described by town action on Feb. 11, 1683, regarding land to the north, west and south of the Great Pond. This vote covered: "Likewise all the land lying and being within the buttments following; from the brook by Hodgman's house and so along by the Great Pond unto the northern end of same" etc. Capt. Swayne, Mas. John Brown and Hananiah Parker constituted the committee to survey the same. This committee reported June 26, 1687 as having sold to Thos. Hodgman "25 poles lying at the west end of his house; bounded by Goodman Edward's land on the north, and on the south and west by the Town Common."

In 1728 Thos. Hodgman, the year before he died deeded to Samuel Dix of Reading, a cousin, "my interest in a certain tract of land of eight miles square, which was granted by the General Court to the Narragansett soldiers, and so to me, I being one of them., Midd. Deeds Book 27, page 117.

Hodgman married Mary, the young widow of Ezekiel Morrill; had no children and adopted Josiah Webber, who took the name of Josiah Hodgman. His widow died in 1735 aged 95 years.

Sept. 8, 1725 Thomas and wife Mary deeded to Elizabeth Patterson for £100 "four acres and it is part of the homestead that sd Hodgman's lived upon bounded southerly by land of Capt. Thos. Nichols, easterly by the ministerial land formerly of Isaac Hart, northerly by the highway (Church Street) and westerly by Kendall Boutell's; also, 30 poles of land and it is the other part of sd Hodgman's homestead and the premises contain one house and barn, bounded southerly by the highway easterly by the town common, northerly by Thos. Boutell's, together with the orchard fencing, etc."

There is evidence to show that the four acres of land bought in 1664 from William Hooper was on both sides of the present Church street at the south end of Reading Pond; that the dwelling house was on the south side of the country road to Woburn; that in 1725 he sold the four acres, (as above) to the Widow Patterson which deed placed the Hodgman homestead on the north side of the said country road. Both Hodgman and his wife lived to very old age, and it is probable that the early Hooper house was discarded for a newer house across the road.



WILLIAM HOOPER

Born 1617 Died 1678 aged 61 years

William came from England in 1635, at the age of eighteen. There is little genealogical data to be found without further search. We know that he secured nine acres in the 1647 division, indicating that he was early in the town. He drew ten acres against the Woburn line division in 1652; and fifty acres of upland beyond the Ipswich River, but his name does not appear in the Great Swamp division in 1666, giving the idea that he probably had been taken care of by a special grant.

In 1659, the Town granted Hooper, "ten acres at the end of his ten acre lot, at Burchan Plain, to lay against John Damon's ten acre lot." This description would indicate that the lots laid out in this section might have been of a uniform size of ten acres. This is perhaps made clear by the fact that Hooper and his wife, Elizabeth, were members of the First Reading Church in 1648.

Hooper's early homestead was on the south side of the present Church street about opposite the Hartshorne house of this day. This is indicated by a deed of Hooper to Thomas and Mary Hodgman dated Dec. 14, 1664, recorded Midd. Deeds 4-331, which deed reads as follows:

"My now dwelling house being situated in Redding with fower acres of land thereunto adjoining with the orchard, garden and fencing there-to belonging and is bounded on the north with the highways and the east with land of Isaac Hart and in south with the Lande of Roberte Burnap Jr. and on the west with the Land of Thomas Kendall."

Hooper after the sale of his homestead to Hodgman located on the northerly side of Prospect street, next west of the Kendall Parker place, at or near Hopkins street. The meadow beyond, south of the Bear Hill was long known as "Hooper's Meadow."

Hooper left half his property of house, and 20 acres of land and meadows to his widow; the other half to his son, William; "he to improve it all- then he is to have all." His will provided that his two youngest sons on reaching fifteen years of age "shall be sett to some trade."

In 1660 the town made two grants of upland "at the farthest end of the last dividint of upland- 10 acres to Henry Bellflower." The same year John Buttery received an acre of upland "at his 10 acre lot, if it be there to be had, provided it does not hinder the cart-way down to the swamp. Again the same year Thos. Parker was given half an acre by William Hooper's 10 acres, "on condition that" he or his set a home upon it," and John Damon was granted  $1\frac{1}{2}$  acres at the end of his ten acre lot. These uniform 10 acre lots are intriguing. It is pretty well settled that they were undoubtedly laid out for house lots to be built upon.



## SAMUEL HUTCHINSON

That a Hutchinson family was early in Reading, is known, but accurate data is meager. It is recorded that Francis Hutchinson; born in England in 1630, lived in Reading, and we have Samuel Hutchinson as owner of one of the 30 acre lots, east of the great pond, next above the William Martin and Dix lot.

In the Lynn History, under date of 1631, touching upon the irritability of Thomas Dexter, it is said that "some years afterwards, having been insulted by Samuel Hutchinson he met him one day on the road, and jumping from his horse, he bestowed twenty blows on his head and shoulders."

In 1638 the town of Lin granted ten acres "by estimation" to the sd Samuel. There is a tradition that he was related to Ann Hutchinson, who was a figure in the early religious turmoil in the Colony, and perhaps to Gov. Hutchinson.

In 1683 George Davis conveyed his early grant of 204 acres of upland north of the Ipswich river to Edward Hutchinson of Lynn.

"M.G.N." in the Boston Transcript of May 23, 1935, (New series, 340) mentions a "Samuel Hutchinson, son of Nathaniel; that he was a cordwainer; was Baptised the 9th of the 8th mo. 1633; administration Charlestown 23d of the 12th month 1661-2; that he married Sarah Baker the 16th of the 1st mo. 1659; and died April 22, 1710 aged 76 years." This authority also mentions a tombstone at Reading; that Samuel and Sarah had seven children of whom the sixth was Samuel, baptised the 22d of the 7th month, 1672, who married Sarah Fassett, Dec. 5, 1695.

Nathaniel, the father, was a son of George and Margaret of Chalrestown, who died Dec. 11, 1660. They were original members of the Charlestown church. Inventory of estate 16th of the 10th month 1660. Value £281. (Wyman's Charlestown and Register, Vol. 24, page 273.)





D. July 22, 1681

He was an early settler, probably among the first to come hither from Lynn, where he was in 1644. His name, and that of his wife, Rebecca, appears in the first Church list of members in 1648.

He was a brother of Francis Kendall, born in England in 1620, among the first settlers in Woburn. It is unknown if he was in Charlestown in 1640.

Francis, in his will, remembered the eight children of his brother, Thomas, -all daughters. These daughters, in order to preserve their maiden name, Kendall, among their posterity, the father directed each of them when married, that her first born son, should have the given name, Kendall prefixed to his surname, as Kendall Pierson, Kendall Boutwell, Kendall Parker, Kendall Eaton, Kendall Briant, etc. In Rev. Mr. Flint's historical address in 1844, these lines by Hon. Lilley Eaton occur:

"She had eight daughters, and each of them when married christened her first son, Kendall; and this we may infer why tis their names so oft occur."

Deacon Thomas drew fourteen acres in the first division in 1647; fourteen acres in 1652; two hundred fourteen acres in 1658, north of the Ipswich River; and more in the Great Swamp in 1666. His homestead was on the corner of Prospect and Cedar Street later known as the James Emerson place, now owned by Hubert Locke. He was Selectman from 1648 for much of the time until 1677, in all thirteen years.

In the division of his estate the Homestead with about twelve acres of land, was given to James Bowtell (Boutwell) one of his sons-in-law, who married his daughter, Rebecca. The balance of his property was divided among his other sons-in-law. This was by consent of his widow.

There is no evidence that Dea. Kendall left a will, and in contradiction to the above mentioned division of his estate, Eaton's history records that "Dea. Kendall, leaving no sons, made Dea. Thomas Boutwell his heir and successor."

His homestead was appraised for £100. The good deacon left an estate of the value of Five hundred fifteen pounds, eleven shillings.

His widow died in 1703, aged eighty-five years. A daughter Elizabeth, born in 1642, married in 1658, John Eaton, son of William Eaton, the first settler, and they inherited the old homestead on the east shore of Reading Pond, which was left to their son, William, who sold it in 1706 to Thomas Nichols.

In a volumn entitled "Memorial of Josiah Kendall, published in 1884, by Oliver Kendall there is this statement: "The common ancestor of all the New England Kendalls was undoubtedly Francis Kendall, born in England and coming to this country about 1640, as we find him in Charlestown that year, and Dec. 18 of the same year subscribing with thirty-one others the 'Town Orders' for Woburn."



## DEACON THOMAS KENDALL (Continued)

As Dea. Thomas was a brother of Francis the honor of a common ancestry must be shared between them.

In 1920, Irma A. Rich, published a "Kendall Genealogy" giving the children and descendants of Dea. Thomas Kendall. It is here recorded that "Thomas and his brother, Francis are said to have come to this country from the town of Kendal, Westmoreland County, England, on the river, Ken." This author suggests that the Kendalls may have been related to Miles Kendall, who was elected Governor of Virginia in 1615, and later was Governor of Bermuda.

Winthrop R. Kendall of Oak Park, who has collected the names of more than 20,000 Kendall descendants makes the positive assertion that Thomas was an elder brother of Francis.

The history of the Kendall in England is to be found in "A Family History of the Kendall's by Henry John Broughton Kendall.

## WILLIAM LAKIN (or Laukin)

William Lakin was in Reading before 1652 when he drew 10 acres on the Plain next to Woburn, and in 1658 acreage beyond the Ipswich River. About 1662 he removed to Groton, disposing of his Reading dwelling house, and house lot of 15 acres "lying to the south of the great Swamp;" also a ten acre lot bounded on the north by land of Abigail Bellflower and several other parcels including his land beyond the Ipswich River. The buyer was Richard Nichols, and the price paid was four score pounds.

On Lawkin's death, his widow married William Martin one of Reading's early settlers, who had also removed to Groton. There were five children born to the Lawkin's during their residence in Reading. Among the first members of the early church we find William Martin, Sister Martin and Lydia Laukin.

## THOMAS LAMBERT

D. about 1754

There is a sad story to tell of Thomas Lambert, who died about 1754. There was an inventory made of his estate, valued at £788:19 of which £400 was accounted for as follows: "To a Negro Wench £100; to a Negro boy £300. But his widow, Elizabeth, who was appointed Administratrix, reported her husband's estate insolvent, and appealed to the Court for possession of a horse valued at four pounds. She recited that the funeral expenses were heavy; 10 shillings 8 pence for the coffin; 3 shillings for digging the grave; £6:14:3 mourning for the widow; mourning for nine children and burial expense £10:14:3 $\frac{1}{2}$ . The Lambert place was probably on the north side of Elm street, a short distance west of Winn street. The Cambridge Registry of Deeds discloses no transactions in property within the time limit given to this project.





SAMUEL LAMSON  
D. 1692

His mother Sarah, married Thos. Hartshorne in 1661. Lamson married Mary, daughter of Richard Nichols in 1676. She survived her husband who died intestate. She was granted letters of administration but represented to the Court that the estate, valued at £149:13 "is not capable of being divided among all the children without great prejudice and spoiling of the whole." The Court appointed Capt. John Herbert, Dea. Benj. Fitch and John Nichols a committee on award and the 40 acres of Upland and Swamp was set forth to Sam'l Lamson, the eldest son.

SAMUEL LAMSON JR.  
B. 1677

Sam'l Lamson Jr. born 1677 was a carpenter and in his will, 1739 left to his wife "a parcel of land near the Meeting-house, which was formerly the Colson land, which I purchased of Capt. Thos. Bryant; also my Negro Man."

In this will is an interesting side-light of the value of a slave; "In case my Negro Man should Die before my wife hath disposed of him, my wife shall draw one hundred Pounds out of the Land given to my children and grand-children."

GEORGE LILLEY  
D. 1690-91

Comes into the picture in 1658 when he was granted 40 acres and 10 poles on the north side of Ipswich river. In 1660 he was granted 10 acres of upland adjoining to the land of Henry Bellflower. In 1666 he drew land in the Great Swamp on a ministerial rate of eight shillings and six pence. He owned a house in 1667 but where it has not been learned. In 1659 he married Hannah Smith, and after her death in 1666 he married 2d Jane in 1667. His children were Hannah b. 1660; John b. 1662; Reuben b. 1669; Abigail b. 1672; and George and perhaps Samuel who is said to have lived in the West Parish near the Centre.

A great grand-daughter, Phebe, married Noah Eaton, son of Jonathan in 1705. Her eldest son, Noah Eaton Jr. inherited his grandfather John Lilley's estate in Woburn.





## LIEUT. THOMAS MARSHALL

Thomas was a son of Capt. Thomas Marshall Sr. of Lynn, who came to America in 1635, sailing from London on the "James" on July 7. With others, he returned to England to serve under Cromwell. The senior Marshall was an active and loquacious citizen of our parent town, conducting in later life a tavern in Saugus. He died Dec. 23, 1689, and his wife Rebecca in 1693.

The son, Thomas, who may have come over with his father, removed early to Reading. In the first general division of Lynn lands in 1638 there was granted to Thos. Marshall 30 acres and ten acres additional. The first Reading church record lists as members; "Thomas Marshall and Lieut. Marshall and wife. This may refer to father and son, but of this there is not a certainty, but a probability. A Thos. Marshall was admitted a freeman in 1641, June 2, but here we are confronted with a similar difficulty. We find the elder Marshall called "Capt." in the early records of Lynn, and we may assume that the Marshall who was so active in the early life of Reading was "Ensign" or "Lieut" the son. That father and son were in Reading in 1647 when, in the first division of land "Thos. Marshall received 9 acres, and Sergt. Marshall, 20 acres.

Two years previously Sergt. Marshall had served under Capt. Robert Bridges in an expedition to the French settlements "to the East."

In 1650 the town of Reading granted Ensign Marshall "16 acres upon the Hills by Charlestown line side, on the south side of the Highway that goeth to Woburn." This would be on Cowdrey's Hill, and may have been his homestead at one time. "Ensign Marshall drew 20 acres in the Birchen Plain division in 1652.

The mortgage for £282 given by Lieut. Thos. Marshall to Robert Bridges of Linn July 30, 1655, gives a debatable inference as to Marshall's homestead in Reading: that it was somewhere near the location of Wakefield Town Farm.

"All his farm lands of upland & meadow containing four score acres lying and being on the westerly side of Linne River, and all his fifty-seven acres of upland and meadow lying & being within the confines of Reading; a parcell of sixteen acres of land at or near the dwelling house of said Marshall, having the land of Thos. Parker on the northerly side thereof, the land of John Poole on the easterly side and the common highway on the southerly and westerly sides."

Marshall under the above agreement was to repay Bridges £50 of said sum in "good, sweet, well-salted & saved fatt beeff, without heads or feet by the barrell, at prices currant amongst marchants in Boston, well packed, in good sufficient caske by a sworn packer-on or before the 26th of Sept. next;" and £150 in good, well cleansed sweet marchantable dry pease & wheat by the bushel, and in fat pork by the barrel on or before the 22 day of Oct. Next;" and to pay £90 in wheat and pease at or before the first day of April next."

This mortgage affords light upon Thos. Marshall's activities as a producing farmer, or was he a successful middle man?



## WILLIAM MARTIN

William Martin was one of the first settlers. It is known that he came to Reading with Browne, Walker Cowdrey, Fitch, Marshall and probably a few others, described by Lynn: "Those few able persons which were with and of us, its not unknown how many have deserted us, in removing to Reading." Because of this removal Lynn petitioned the Court for an abatement of taxes which was granted. Martin's Lynn tax was 10 shillings, the same as that of Wm. Cowdrey, Wm. Blott, Thomas Marshall and Zachery Fitch. He was selectman in 1647-48 and 51.

Martin's dwelling House was on the east side of the Great Pond and the farm, one of the 30 acre lots extending eastward over "Lot End" road. Upon the death of William Lakin, after 1661, Martin married the widow, Lydia (Brown) Lakin and removed to Groton, Mass. The Reading farm passed into the hands of Ralph Dix who came to Reading about 1662, and in succession to his son John, and to John's son, James, by whom it descended to Eason Dix.

The deed of Martin to Ralph Dix, dated July 7, 1663 conveyed "ye mansion place of sd Martin, with ye land for the full sum of £150:17:8 to be paid at his dwelling house in Groton in manner following: £13:17:8 at or before the middle of September next and the remainder at the same time annually £20 by the year until the full sum is paid; the whole of sd payments to be for kind of pay, twenty shillings of such payment, and the remainder in English goods, linnens and wool." This, then, was a purchase on the instalment plan, a very early example of one phase of our present economic system of buying.

Martin believed in the policy of giving. So, we find in his will of 1672 a bequest "of twenty shillings each to Mr. Whighting, pastor of Lin, and to Rev. Mr. Brock of Redding." In his will is found mention regarding a bell in the meeting house, viz, "rent due from Sergt. Parker of £10 toward the purchase of a bell for the meeting house of the Town."

In a deed dated Apr. 2, 1751, Eason Dix of Reading, sold to Ephraim Wesson of Reading for £30:13:4"  $2\frac{3}{4}$  acres of land, being land that was James Dix's dec. adjoining to my homestead, with liberty to pass and repass with men and horse & Cow & Cattle across my land at the south end of my orchard to Esquire Poole's land from the Highway (Main St) up into the sd premises."

On Nov. 16, 1753, Eason Dix conveyed to the said Ephraim Wesson  $3\frac{1}{2}$  acres of meadow east of the "Lot End" Road bounded northerly by land now sold to John Bachellor. The Bachellor land referred to, Eason Dix sold to Bachellor Mar. 7, 1751. It was, 5 acres "being a portion of his homestead land that lies below the highway at Lots End. These deeds referred to the meadow at the East end of the former Martin 30 acre farm.





WILLIAM MARTIN (continued)

The homestead finally passed into the Emerson family in 1755 to Joseph Emerson of Lynn, cordwainer, and was the site of Hon. Thos. Emerson's Mansion of Lakeside, recently known as the Carpenter estate, corner Main & Lawrence streets, Wakefield. The deed from Eason Dix to Joseph Emerson reads: "My dwelling house & barn, with eight acres of land, bounded on the north with Timothy Nichols; westerly on the road by the Pond side; southerly by Joseph Gould; and easterly by Lot End Road." The consideration was £173:6:8.

RICHARD NICHOLS

The historian of the Richard Nichols family confessed to ignorance of the English progenitors of Richard Nichols. He is said to have landed at Salem, settling first in Ipswich, where he was made a freeman in 1638; removing subsequently to Reading, where he lived to see his six children develop manhood. His wife, Annas, survived him 18 years, living to see children of her eldest son, John, four of her second son, Thomas, and three of her third son, James.

In 1648 his name appears in a list of subscribers toward the support of Maj. Denison, at that time leader of company in Ipswich.

Arthur Howard Nichols, M.D. in a sketch of Richard Nichols, written in 1910, contributes the following data: "On removing to Reading he bought an estate situated in the westerly part of the South Parish at the base of Cowdrey's Hill, near the south west border of the Great Pond. The date of his settlement in Reading is uncertain, but in 1666 he drew acreage in the Great Swamp. His name is included in the 1667 list of owners of houses."

"His original will, of which his eldest son, John, was the executor, was signed three days before his death on Nov. 22, 1674."

"In later years the old house and farm passed to Thomas Lambert, who is thought to have married Elizabeth Nichols, daughter of Jonathan 3, James 2, Richard 1. Thomas Lambert was an Englishman of wealth and leisure."

On the old Reading road, now Elm street, can still be seen the foundation wall, base of the high chimney stack and stone steps leading to the front door of the house which was destroyed by fire about the middle of the last century. On the border of the sidewalk in front stands a huge buttonwood tree."

It would appear from the records that Nichols owned land running west from Reading's Pond in the vicinity of what is now Lakeside Cemetery and land now, or formerly of the Boston Ice Company. Except for the homestead description above quoted the writer would have been more likely to have located the early Nichols homestead near or on what is today North Avenue. Recorded deeds give support to such location.





RICHARD NICHOLS (continued)

His will of 1674, bequeathed various parcels of land, but makes no mention of any homestead or land in connection with it. The inventory, filed by his son, John, cites real estate of the value of £218, and £98 personal; and mentions an appraisal of a dwelling-house, barn, shop, and 16 acres of arable land and pasture.

John Nichols, the eldest son, married Abigail, daughter of Dea. Thos. Kendall. He settled in the West Parish, and shared, in 1692, in the last general division of Reading land.

A daughter, Mary, married 1st Samuel Lamson, and later Thomas Hartshorne. Another son, - Capt. Thomas married Rebecca, daughter of John and Elizabeth Eaton. The year previous to his marriage in 1679, Capt. Thomas bought of Richard Sutton, probably for occupancy, a farm of 20 acres, with dwelling house, cow houses, orchard and garden, situated on the southeast border of Reading Pond. He also bought several adjacent farms, owned two substantial houses, one of which was inherited by his son, Ebenezer, and later occupied by Mrs. Fred B. Eaton. The other house was conveyed in 1729 by Thomas (2) to his son, Timothy and was known later as the old John White house.

Still another son, James (2), b. 1658, married, 1682, Mary, daughter of Capt. Jonathan and Judith Poole. Another son, Richard (2), married Abigail, daughter of Samuel and Mary Damon.

PETER PALFREY

D. 1663

Peter Palfrey was one of the first of the English immigrants to settle in Salem, where he was known to have been in 1626.

"John Endicott sailed in the Abigail, from the little harbor of Weymouth, and arrived at Naumkeag Sept. 6, 1628. Before him was Peter Palfrey at Naumkeag."

## Salem records

In 1635, he represented Salem in the Colony Court. He removed to Reading before 1652. There is a deed at the Salem Registry, dated the eleventh of the tenth month 1653, where Peter Palfrey, late of Salem, planter, conveyed land to John Sorter of Salem. In 1658 he drew a considerable acreage north of the Ipswich River in Reading; but his name does not appear in later general divisions of land.

He served as Selectman in 1652, 53, and 57, and died in 1663, "well stricken in years;" there is mention of Peter Palfrey in the annals of Lynn, 1633:

"It is referred to Mr. Turner, Peter Palfrey and Roger Conant, to sett out a proportion of land in Saugus, for John Humphrey, Esq. and this land was laid out in Swampscott."



## PETER PALFREY (continued)

A Walter Fairfield, of Salem, came to Reading prior to 1658, and was granted forty acres north of the Ipswich River, but the 1667 list of dwelling-house owners does not name him as one. His mother, Elizabeth Fairfield, became the second wife of Peter Palfrey.

In the Essex County records of 1661, is a deed of Peter Palfrey of Reading to William Brown of Salem, conveying a dwelling house and three quarter acres of land adjoining "in ye town of Salem, bounded on ye south by the highway that comes down from ye meeting house."

October 1664, "Edward Johnson aged about 65, and Susan, his wife aged about 66, testifie that Peter Palfrey of Redding coming to our house to make up the match between our sonne Mathew Johnson and his eldest daughter, Hannah Palfrey, £50 from Mr. Palfrey was accepted to be paid out of his estate. Signed Edward Johnson."

Capt. Edward Johnson wrote Wonder Working Providence of God in New England.

Peter Palfrey's will in 1652 showed a very insignificant estate, He left £5 to his wife Ales and 5 shillings to his son-in-law Mathew Johnson.

LT. HANNANIAH PARKER

B. Lynn 1638 D. Reading Mar. 10, 1724-aged 86

Lt. Hanniah Parker was son of Dea. Thomas & Amy Parker. He married Sept. 30, 1663, Elizabeth Browne, daughter of Nicholas Browne. His homestead was on the north side of Lowell street, east of the residence lat of Samuel Parker, where a cellar hole & well were to be seen as late as 1893.

Hannaniah was made a freeman Oct. 15, 1679. He belonged to Reading's military company being chosen ensign in 1680, and lieutenant in 1684. He was chosen by the General Court on a committee to "rectifie and settle the highway between Woburn and Reading. He served as town clerk in 1689, '90 and '98, and as selectman 1679, '80, '84, '88, '89 & '97.

In 1684 the town granted him the 7th lot in the First Division-"a lot that lyeth on the east side of the highway that goeth to Bear Meddow." Robt. Burnap Sr. owned the land to the north, and on the south was the Town swamp & land of Cornelius Browne.

His wife, Elizabeth, died Feb. 27, 1697. On Dec. 12, 1700, he married Mrs. Mary (Bursham) Bright of Watertown.

Hananiah had three brothers, Thomas Jr. who succeeded upon his father's homestead in the centre of the town (the Crescent street of our time;) Sergt. John who settled on Cowdrey's Hill (on the Leslie place and Ensign Nathaniel, who removed to the third or west Parish (the Reading of today.)





LT. HANNIAH PARKER (continued)

There is something strange about Hananiah Parker, whose birth is dated 1638, on the town records. In the early land grants the records read, that when Nicholas Browne bought 90 acres of land east of Reading Pond in 1642, a lot, one 30 acres of it, situated in the rear of another 30 acre parcel, was bounded on the north by land of Hananiah Parker. What is the answer?

DEACON THOMAS PARKER  
B. 1614                      D. 1683

Embarked in the "Susan & Ellen" out of London 11 March, 1635, arriving at the Bay Colony at the age of 30. Stopped first at Lynn, as his name appears in the division of "farme lands in 1638. In this division he drew "30 acres and ten." He came to Reading with the early Lynn "Deserters."

The Homestead of Dea. Parker, it is believed, was not in the easterly section of Reading as has been recorded, but, as has been definitely established by Theodore Parker in his "The Parkers in America," -on land a short distance north and east of the Wakefield Town Hall. The record is as follows:-

"Lieut. Hananiah Parker son of Dea. Thomas, in his will, 1703 bequeathed to his son, John- "that home use and land which was his grandfather Parker's, which is that housing and Lands that he now occupies and liveth upon." Before moving to Lexington in 1712 John sold his homestead to his neighbor and friend, Jonathan Poole. The record of this sale is at Lexington, in part as follows: "All his whomsted, with buildings upon it, consisting of 23 acres of upland and meadow, bounded westerly by Capt. Herbert deceased; northerly by Thomas Weston; southwardly by said Capt. Herbert and said Jonathan Poole, easterly by Timothy Willard (Weyle), said Poole and three acres of meadow joining the south side of Jonathan Poole's land."

In the inventory of 1683 there is listed a "House and Homestead and two acres at the Mill," and for Housing & 29 acres.

As Capt. Herbert succeeded to the property of Rev. Samuel Haugh, his father-in-law, on the site of the Wakefield Town Hall this is an important fact in locating the early homestead of Dea. Parker. Dea. Parker's wife was Amy; she died 1690. Their eldest son, Lieut. Hananiah born 1638, married first Elizabeth, daughter of Nicholas Brown, and is recorded in Eaton's History of Reading "succeeded to his father's homestead."

To further identify the early homestead of Deacon Parker, there is a deed of Timothy Goodwin to Thos. Nichols, May 13, 1713 conveying "5 $\frac{1}{4}$  acres of orchard and 1 $\frac{1}{2}$  acres adjoining, and  $\frac{1}{2}$  acre at the easterly end of sd orchard, lying at the north side of John Dunton's orchard & land I bought of sd Thos. Nichols; bounded southerly was John Dunton's orchard, northerly by land of Capt. Poole's that was John Parker's," etc., who was a grandson of Dea. Parker Sr. This, also confirms the location of the original Dunton homestead on the north side of the "Corne Mill" road (Water street) east of Wakefield Town Hall.





DEACON THOMAS PARKER (continued)

"It is a tradition," says Theodore Parker, a descendant in the ninth generation from Dea. Thos. Parker of Reading, that "Thos. Parker was one of the three brothers who came to America at an early date, and settled in Reading, Chelmsford and Groton. Would that we knew all about the circumstances which caused Thos. Parker to bid farewell to relatives and friends, to embark on "Susan and Ellen" from London, Mar. 11, 1635; and to enter upon the hardships of life in a wild, unsettled country. It is probable that Thos. was married about Christmas in 1635 to Amy-----at Lynn; but Lynn seems to have been only a recruiting ground for our ancestors; as, at this time, 1638 having been granted 40 acres, he removed to and became one of the very first settlers in Reading.

Thos. Parker was a freeman in 1637; a selectman in 1661 and in 1665 to 1667 and '69. He and his wife, Amy, were members in 1648 of Reading's First Church. In 1660 the town made a grant to him of "about half an acre of land by William Hooper's ten acres" on condition that "he or his set a house upon it." The surmise is that the good deacon contemplated building a house for one of his children.

Thos. Parker, Sr. drew 15 acres in the 1647 division; 15 in 1652; a generous acreage north of the Ipswich River in 1658; and due to his ministerial rate of £1:8:3 in 1666, secured a lot in the great swamp.

In the row of Ancient stones in Reading's second burying-ground is a beautifully preserved grave stone, marking the burial place of Deacon Parker, whose remains were first interred in Reading's first burial-ground located in what is now Wakefield Park.

JOHN PEARSON

Born 1615      Died 1679 at Reading

John Pearson (or Pierson) is first mentioned in the Lynn records as living there on Nahant street in 1637, and that he removed to Reading, in 1639, where he was a member of the First Church in 1648. He was born in 1615, and died in his 64th year. He was born in Yorkshire England; married Maudlin, and took a prominent part in founding the town.

Of his children, Mary, Bertha and Sarah were born in Lynn and John and James in Reading, when the second meeting-house was built in 1689; Pearson, altho living in Lynn End, made a generous contribution to its cost.

In 1652, Richard Walker paid to John Pearson "ten acres by John Taylor and Thos. Clark on the west and William Cowdrey on the south. It is probable that in this locality on Cowdrey's Hill was the Pierson homestead.



JOHN PEARSON

(continued)

It is recorded that he removed with his family to Lynn End, (Lynnfield) about 1689. This may be true, but on the sixth day of the 11th month 1661, Edward Burt of Charlestowne, (brother of Hugh Burt) sold to John Pierson of Lynn for one hundred two pounds, "all my accommodations, situated in Lin; viz: one house lott, with four acres of land, bounded north and west by Andrew Mansfield; south and east with the town highway that leadeth into ye wood; and also ye orchard and all ye buildings; also a lot called the "Churchman lott," containing sixty acres, bounded north upon ye Rockes and south with ye swamp that was given by the Towne of Lin to Hugh Burt."

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The above description places the property bought by Pearson, a short distance over the Lyn line on the old road from Reading to Salem.

John Pearson had two sons, John born 1650 who married Tabitha, daughter of Deacon Thomas Kendall, and was representative of Lynn 1702 to 1710 and was known as (Captain). He died in 1720; and James born 1652 married Hepzibeth Swain. A granddaughter Susannah, married Daniel Gould, who owned a large tract of the Gould farm west of Smith's Pond and south of Prospect street.

On the passing of John Jr. there was an inventory showing the value of his homestead, lands, buildings and meadow to be £103. Capt. John Pearson of Lynn (Lynn End) was appointed administrator, Dec. 28th 1710.

John Sr. left a real estate value of £897:19:6. The homestead and land was appraised a £500, indicating a substantial property. His 30 acres in ye great meddow was valued at £120. His widow was given a life interest, but "all the farm that I now live on with all the meadow belonging (except 20 acres of upland which I give to my daughter Sarah Townsend, Mary Burnap, and Bethiah Carter.

(Recorded in Essex County Probate)

This John Pierson should not be confused with Dea. John Pierson, who was in Rowley in 1643.

There is a Pierson Genealogy by Lizzie B. Pierson of Andover published in 1878.





Died 1667

John Poole was a miller, and is said to have first settled in Cambridge in 1633, later removing to Lynn, and was in Reading earlier than 1644. He was known to have been in Lynn in 1636 when he was recorded as a farmer and freeman. The earliest entry that is found in the Reading Town Records is that of an agreement, dated Jan. 6, 1644, entered into by the Town and Poole, giving him exclusive rights "to build and operate a griss and feeding mill on the end of Sergt. Thomas Marshall's lot by the Marsh meadow, "as well" as the right to bring the River out of its natural course" etc. The full text of this agreement appears in the History of Reading, page 4.

The Town records read: "To John Poole, a parcel of land lying on the east side of the Town Medow, and bounded north with the lot of Thomas Newell of Lynn; and on the south with the lot of John Fuller; this is the boundary of parcel of land given to John Pool." The consideration was the exclusive right "To grind the Settlers' Corne."

This mill was on or near the present site of the Heywood-Wakefield Rattan Co. on Water street, on the north side of the brook that runs from Crystal Lake to the Saugus River. In 1650, Pool built a saw mill on the brook, (Saugus River), the outlet of Reading's Great Pond, on what is now Vernon Street at the Wakefield-Lynnfield line.

Poole was one of the wealthiest of the early settlers, owning large tracts of land at the north of the Great Pond and elsewhere, including what is now known as the Cox farm in Lynnfield, later owned by his grandson, John. His son, Capt. Jonathan, was the second Captain of Reading's Military Company, and gave valued service in King Phillip's Indian War, and in the winter of 1675-76 was President of a Council of War. John Pool left his large estate and homestead on the north side of Water street, east of the present homestead on the north side to his son, Jonathan, and his grandson, John. This was east of the Dunton homestead. The Poole family from its early entrance into the activities of this Ancient Redding continued almost up to the present time. The late Franklin Poole, whose oil paintings of the old houses in Wakefield are now on exhibition by the Wakefield Historical Society, was a direct descendant of John Poole.

Early deeds, without number, bear the signature of John Poole, as a witness. There is no reference to his holding any important town office, but his son, Jonathan, was representative in 1677 and selectman for many years.

There was a Judith Poole, member of the First Reading church in 1648; we cannot identify her. Jonathan's wife's name was Margaret, and the omission of the Poole's from the first church list is not explained by any data that has come to light.

A Lynn historian records that John Poole was the Poole, who, at the Court, 4 Dec. 1638 was fined £5 for "abusing his servant," and who with Timothy Tomlins, and another, on Oct. 7, 1641 was admonished "not to go to the Dutch, because of scandall and offence."



CAPT. JONATHAN POOLE  
Born 1634      Died 1678

Jonathan Poole, eldest son of John, was captain of a company in the Indian War of 1675, his company being placed north of the town of Hatfield and where Capt. Poole and his men stoutly defended one part of the town when attacked by several hundred Indians." The Council objected to this appointment by Maj. Samuel Appleton, but he justified his action by the desperate situation that confronted him (in the Conn. Valley), and the Council confirmed the appointment after a personal interview with Capt. Poole." (Reading Men in the Early Colonial Wars by Lola Parker Howard.)

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Capt. Poole lived only two years after his retirement from the Army, but, on resigning recommended Mr. John Brown "very fitt to be over ye Reading souldiers." Mass. Archives, Vol. 68, page 163.

In Captain Poole's company were Joseph Hartshorn, Benjamin Davis, James Pike Jr., Lieut. Phineas Upham, Samuel Foster, William Jones, John Burnap, Thomas Hodgman, Edward Brown and John Boutel.

In this campaign Jeremiah Swayne of Reading was lieutenant in the First Middlesex Company.

Capt. Jonathan was an influential man in Reading; was selectman in 1662, '64, '74, '76, and '77 and representative in 1677.

He left to his son, John "the third of the saw mill farme that his grandfather gave him; and being my eldest son, he shall have a double portion of my estate- "to him and his children."

Then follows this statement in the will: "That John my eldest son, or any other that shall survive after his mother's death shall have the liberty either to have the Saw Mill farm, or the Homestead."

RICHARD SADLER  
Born 1610

Was named as a farmer in Lynn, where he was a freeman Mar. 14, 1638. He came from Worcester, England, was son of Richard Sadler, was a member of the Salem Court in 1639, and clerk of the Writs in 1640, but was succeeded in 1643 by Edward Tomlins. He was granted two hundred acres by Lynn in 1638, and came into possession of large acreage thru some unrevealed grants in Reading, but there is nothing in the records to indicate that he ever lived in the town. The same year, 1638, in one deed, however, there is mention of "Sadler's Farm." He served on a committee to run the Linn-Boston line. In 1647 Sadler returned to England, where he was ordained a preacher at Whixall.





Sadler had a son, Richard, said to have been born in 1610. Was he an owner of any Reading land; and did he, and not his father become the English preacher? This question was raised by Lynn historians. In preparation for this trip, there is evidence that he was disposing of his Reading lands:

1. In 1646 Richard Walker and Lieut. Thomas Marshall sold five hundred acres to Francis Smith, "formerly land of Richard Sadler." Midd. Deeds Book 7 Page 83.
2. In 1655 Walker bought of Marshall a half-interest on two hundred acres of land that was Sadlers.
3. In 1686 Capt. Marshall sold to Isaac Hart, one hundred twenty acres of upland that was the land of Sadler's.

The large tract of land granted to Sadler on the Ipswich River was long known as "Sadler's Neck."

In the Lewis-Newhall "History of Lynn," 1890 there is a full page (158) given over to a discussion of the two Richard Sadler's- father and son. There will be found genealogical deductions by Calamy, the experience Farmer, Savage and Nichols and even among all these authorities there is a wide variance of opinion. Savage says that Richard Walker went home to England in 1648 as fellow passenger with John Leverett, Governor Sayles of Bermuda and many others; that he does not seem to doubt that it was Sadler Sr. who was the preacher ordained at Whixall.

Nichols sums it all up in these words: "The complications here exhibited very well illustrate the perplexities that constantly beset the path of one engaged in a work like the present."

#### FRANCIS SMITH

Smith was admitted a Freeman in Watertown in 1637; and settled in Reading in 1647, or before. In the general division of land in that year he was granted 30 acres. Two years following, 1649, another grant by the town appears on the town records- a confirmation grant going jointly to Francis Smith and his son John:

"All that land that layeth between the Highway as we go to Boston, which was a part of the two hundred acres, and the Highway that goeth to Lynn (Nahant street) by Sergt. Smith's house; we say the Town did give to them all the right and title that Town had in it. The parcel of land is about three or four acres."

The reference to 200 acres is not understandable. It is revealed that on Sept. 29, 1646, Capt. Richard Walker, his wife Sarah, and Lt. Thomas Marshall, and his wife, Rebecca, conveyed to Francis Smith for £30, "500 acres of upland & meadow, bounded southwest by the town of Malden; on the southeast with the common lands of the town of Boston (The Boston Panhandle); on the east with land of Richard Boutton of Lynn; and on the north with a little river (the outlet to Smith's Pond), and ye land of Clark & Marshall."





FRANCIS SMITH (continued)

This tract extended from Smith's Pond to & including what is now that part of Wakefield known as "Woodville." The greater part, if not the whole part of this great tract, was owned originally by Richard Sadler, probably one of the first and unrevealed grants by Lynn. The Rev. Mr. Haugh and Jonathan Poole were witnesses to this deed recorded Midd. Deeds Book 7 page 83.

The Smith homestead stood a short distance to the east of the present Wakefield Junction railroad station. Smith's large tract did not extend to the "Mill River" on the north, as the town in 1647, granted "all the land lying on the north side of Goodman Smith's farm, near the water mill," to John Pool two parts, William Cowdrey, two parts, Sgt. Marshall two parts, and one part each to Robert Dunton, John Pearson, and Samuel Dunton.

Francis Smith was an influential citizen, altho he had difficulties over property rights as the old records attest. A daughter, Mary, married Jeremiah Sweyne in 1664, and was the mother of Maj. & Dr. Jeremiah Sweyne, who became assistant to the Governor, was a brave and talented officer and an exceptionally able man from about 1660 to his death in 1710. Francis Smith was a Selectman in 1647 and 1649.

The will of Francis Smith written in 1644 was brief, but complete:

"I have already, some years since given and disposed of all my land of all my Real Estate, by deeds of gifts to my six Sons, John, Isaac, Abraham, James, Benjamin and Elias, and they have it in their possession."

By a second will dated 1650 he devised his house and homestead to his wife Alse (Elsie) during her lief; and on her death it was left to his son, Benjamin.

As Francis Smith was the first of the early Reading settlers to die, it is interesting to see of what his household furnishings consisted:

"In the Parler, on fether beads and bouldsters and pillows, Ruggs and Blankets, Curtains and Bedsteads and all thereto belonging; a Tabell and Carpitts and Tabel, Six Cuishins, a great Chest, a desk and two boxes, two chayers, Two Joyn stools with od things."

"Goods in the Hall, a fether Bead, bousters and pillowes and blacketts and Coverlead and bedstead, a chayer Tabell Settell, a Cubert, kneading Trough, and two Lettle chayers."

"Goods in chamber, a fether bed and boulder and blacketts, a Hayer cloath, eight payer of Sheets, four payer of pillow beeres, two tabell clothes, ten Napkins."



FRANCIS SMITH

In the kitchen, brass, the Putter, two Iron Pots, on Kettell and dripping Pan and spett, bruving vessel, and other wooden vessels, two chayers, two sawes, and plow irons, wedges & other things," and for "his warring Apparell" there is only mention of "Aparell and Two Hats, Boots and shoues."

LIEUT. JOHN SMITH

Lieut. John Smith, son of Francis Smith who died 1651, had married in 1647, and had built a house across the road to the north-east of his father's homestead. His eldest son, John was born 1651 the year his grandfather died. The following deed conveyed to his son, John one of these dwellings-probably the newer house. Under date of July 24, 1673 John Smith of Boston, sold to his eldest sonne John Smith, "a dwelling house, barn, orchard of mine with the land they stand on with all the yard roome, gardens, & fences now pertaining to ye sd Homestead, with 100 acres of land."

It is safe to locate this house at the southeast corner of what is now Main and Nahant streets. For more evidence of this we have the record that when the old road to Lynn (Nahant street) was laid out by representatives from Reading to Lynn, the road started at "John Smith's house in Reading."

John Smith came from Lynn; was admitted a Freeman May 22, 1639, and owned much land by town grant; 18 acres in 1647, 10 acres in 1652; and 190 acres in 1650, the latter north of the Ipswich River which he sold in 1664 to Thomas Flint, from Salem for £17:10, whose ancestors contributed so extensively to the development of the North Parish, now North Reading. The same year Flint bought of William Cowdrey his 188 acres tract of land in the same territory, but on the west side of the old Andover Road.

The same year again John Upton, another ancestor of many North Reading families, acquired Thomas Clark's 277 acres north of the Ipswich River.

Lieut. Smith and wife, Catharine, were members of Reading's first church in 1648.

DR. JAMES STIMPSON

Dr. James Stimpson was one of the earliest physicians in Reading, settling on Cowdrey's Hill. He is first mentioned as being granted land north of the Ipswich river in 1658. In 1661 he married Mary Laffingwell and they had the usual large family. He is listed among the house owners in 1667.

In 1690 when New England resolved to attack Canada, Dr. Stimpson was listed among the men in the Lower Middlesex regiment under Maj. Nat'l Wade of Medford, and Lieut Jona. Poole of Reading. The expedition started up the St. Lawrence toward Quebec but were driven back. Dr. Stimpson died soon after his return home and his will July 24, 1690 was written as he was leaving with the troops. The will recites: "I, James Stimpson, being bound for Canada upon the Country's





DR. JAMES STIMPSON

Service do leave this my last will and return no more."

He bequeathed to his son, James Stimpson, "my house and homestead, containing 20 acres, etc." There is evidence that the family was in sore straits for Patience, his wife "being in a perishing condition, complained to the Selectmen that her son-in-law, James Stimpson take noe care of her or the cattle." There was trouble about the property as Nat'l Goodwin, warned the said James to neither strip nor waste his father's estate. The matter went to the Colony Court, and is reported in Massachusetts Records, pages 379 to 382 inclusive.

RICHARD SUTTON

This name appears in early records. He was a proprietor before 1650. His wife, Sarah, died 12th 9th month 1672. He evidently remarried, for a son Richard, was born in 1674 (V. S. of Reading).

He owned a property on the east shore of Reading pond as on Jan. 8, 1679 he sold to Nat'l Goodwin and Thomas Nichols for £70, "a dwelling adjoining to the house, bounded on ye northeast with ye highway & at the southeast with ye highway; on the southeast and by land of Ralph Dix and on the northwest side by land of John Eaton." This deed was signed by "R. Sutton and wife, Katherine Sutton."

Later, we find this property, or a part of it in possession of Timothy Nichols, son of Thomas. This land, it is recorded, was formerly the homestead of John Batchelder. In later years Thos. Evans Sr. lived in the mansion, known as the "John White Jr's old house." This would locate the property at the north side of the present Sweetser or Cordis streets.

Pursuing our research we discover that Richard was early in Roxbury, removing next to Andover. The first sale of land in that new town, of which a deed is recorded in Essex County Deeds Bk. 11 pg. 272. Mr. Simon Bradstreet and wife Ann, to Richard Sutton; a house lot of 8 acres and dwelling house south of George Abbott's, and some 50 acres of meadow on the southeast of the Shawshine River. He remained but a few years in Andover, but while there he was preparing the way for his descendants. This deed is historically important as it gave a clue to the residence of some of the other settlers in Andover.

Sarah Loring Bailey, in her Historical Sketches of Andover says: "Richard Sutton's descendatns gained honorable distinction in other towns, and by a curious coincidence, and without knowledge of an ancestral title of two hundred years date, the family has now become one of the most influential in North Andover. Scarcely a half-mile from where the early settler bought his house lot was the "Kort yard" and dwelling house of Simon Bradstreet now rises the elegant mansion of Gen. Eben Sutton."



RICHARD SUTTON

In this same volume is reporducted a facsmilie deed of Sutton to George Abbott in 1666, conveying his "howse and land," witnessed by Simon Bradstreet and this document is the earlier record found in Andover of Gov. Bradstreet's life and work. It is said to be an imposing document, unique in style for execution. Sutton's wife, Rachel, joined with her husband in the conveyance.

Sutton, after some years in Reading, returned to the town of his first choice,---Roxbury.

Sutton was active in the military service in the Indian wars, and for his honorable service and sufferings, was in advanced age, by order of the General Court, exempted from further duty.

JEREMIAH SWAIN (also as JEREMY)

Jeremy Swain was not of the first Lynn men to come to Reading and his the second death to be recorded of the early settlers. He came from Charlestown, where he was in 1638. His wife, Mary, was a member of the Reading church in 1648, but his name appeareth not in that historical list. The early name of this family was Swayne or Swayne.

Swain established his homestead in the easterly part of old Reading on the east side of the road that went from Reading to Salem. His several sons and grandsons also located in that locality, built dwellings and prospered principally in this same section, known in these later years as Montrose. He was granted 12 acres in 1652 "against the Woburn line; as he died in 1658 there was no grant in the "Two Mile" division north of the Ipswich River.

In the Midd. County miscellaneous records, page 398, date of 1658 appears the following:

"This Court doth order that the estate of Jerem. Swayne of Redding, lately deceased, shall be divided in manner following:

unto his relict widow, ye now wife of Thomas Clarke, two-seventh part of the whole estate, to be & remain hers unto her proper use and dispose, and unto the Eldest sonne of the sd Jeremiah Swayne, two-seventh of the sd estate, and to the other three children, one-seventh part each." The inventory of his estate mentions "his house and Homelot valued at £40, 29 acres of meadow, the total value, with personal property £159:1:6.





JEREMIAH SWAIN (also as JEREMY)

The early Sweyne homestead eventually descended to his eldest son, Maj. Jeremiah, born 1643. He was a physician, probably the first in Ancient Reading. That he was a most influential citizen, not only to the town but to the Colony is evidenced by many records. He served as selectman at various times from 1673 to 1701; was representative in 1686, '87, '94, '97, '99, 1702, '04, '06; was justice of the peace and Assistant to the Governor. He was in command of a regiment that was sent against the eastern Indians. Maj. Sweyne was a soldier. He went to the eastward at the time there was trouble between La Tour who had a fort at St. John and D'Aulnay, who was at Port Royal, and returned to La Tours fort where they captured D'Aulnay's pinnacle loaded with furs, divided the loot, got their pay, and returned to Boston.

There is in the Colony archives a rare old document dated 1685 reading: "Petition of sundry inhabitants of Lynn, Reading and Beverley for a grant of a township in Nipmug Country, "claiming this grant for services in the war with the Indians & the long march in the Nipmug Country & the fight,"

Signed by Jeremiah Swaine, son of the first  
 Samuel Damon settler.  
 William Robbins  
 James Pike Jr.  
 James Nichols of Reading

Maj. Jeremiah died in 1710, aged 67, leaving his homestead to his son, Benjamin, and he in turn in 1720, deeded one-half of "that part of my Homested on the west side of the road from Reading to Salem" to his son John. This farm was bounded on the west by the Burnap homestead.

To locate with accuracy the homestead of the son, Maj. Jeremiah, in his will of June 16, 1709 disposes "to my son Benjamin my now dwelling-house, barn, orchard with all the homeland bounded westerly by the Great Road (Lowell Street)" on condition that "he shall pay rents to his mother, and legacies to his four sisters."

To his son, Benjamin, was also bequeathed "my farm that he now lives on," that extended to "the river that parts Reading and Lynn;" and also "my farm that lieth on the north of the Ipswich river containing 170 acres."

To his grandson, Jeremiah, Maj. Jeremiah bequeathed; "my house, with all the land (50 acres) where Samuel Lilley liveth." Jeremiah Swayne Jr. born in 1643 was the eldest son, and a prominent man in the town's affairs. He was a doctor and a major and as such gave service to his fellow citizens and families and to the Colony. He was a selectman in 1673, '77, to '80, '83, '84, '97, and 1701; and represented Reading in the General Court in 1686, '87, '94, 1702, '04, '06.





JEREMIAH SWAIN JR.

Dr. Jeremiah took a big part in the King Phillip's War. In 1677 Capt. Swayne led his fifty men and ten natives for the relief of the settlers, who were scattered from Dover to Wells, from prowling Indians. In 1689, Maj. Swayne was placed in command of seven Massachusetts companies and a party from Plymouth Colony in an expedition to clear bordertown of enemies as far east as Falmouth (Portland). Further reference to Maj. Swain's military service is found in 1676, Mass. Archives, Vol. 69, pages 43, 116, & 134; in Vol. 5, page 487; and in Court Records, Vol. 6, pages 74, 75.

Dr. Swayne who died in 1710 willed his "dwelling-house, barn, orchard, with all the Homeland, upland and meadow adjoining to his son, Benjamin; on condition that he pay rent to his mother." This homestall was bounded west by the Great Road (Reading to Salem) with Capt. John Brown's land on the north. He also gave to his son, Benjamin "my farm that he now lives on" in the same section of the town.

Also, to son Benjamin, "my farm that lieth north of the Ipswich river, containing 170 acres;" and to his grandson, Jeremiah 3d, "my house, with all the land, 50 acres where Samuel Lilley liveth."

In the "Genealogical and Family History of Vermont, published in 1903, there is extended mention of the Swain family in later years. Mention is made that Nathaniel, son of John of Reading removed in 1783 to Reeding, Vermont, where he settled and cleared a 250 acre farm, known as "Swain Place."

In 1896 William C. Swain, published a genealogy of the Swain family, "Tradition says, that the Swain family descends from King Sweyn, the Dane, who first invaded England in 994. Jeremiah was at Charlestown in 1638 and one of the first settlers of Reading. I have been unable to connect him with William Swain, who came to Watertown in 1635, or of Richard Swain who came in 1635 and settled at Hampton, N.H."

There appears in this book an excellent picture of an old Swain house, built in 1720, that stood on the easterly side of Vernon street, a little distance north of Lowell street.

EDWARD TAYLOR

Died Sept. 4, 1694

Taylor was one of the earliest settlers in Reading. He was in Lynn in 1639.

The location of Taylor's homestead, on the easterly shore of Reading pond, is made clear in an agreement in 1655, between Taylor and Brown, in establishing their joint boundaries.



EDWARD TAYLOR (continued)

In this agreement, the line begins "at a tree by the pond, runs easterly to a stake to the north of Taylor's house, with the cow-pen near the southerly line." It was further agreed that Taylor's lot should be of an equal width of twenty-eight poles. Using this width as a basis, it became evident, that these thirty acre lots side of the pond, extended Eastward to the meadow beyond the present location of the Danvers Boston & Maine Railroad, and that across the easterly end of these lots was laid "Lot End Road," now Vernon street.

Taylor had other lands; -ten acres in the 1652 division in the Playne against the Woburn end; and a large tract north of the Ipswich river, the exact acreage being illegible on the town book. It is thought that the conveyance in 1671 to John Scolley and John Rose of one hundred seventy-two acres was his Ipswich River grant. The two owners, east and west, were Thomas Parker and John Wiley, who both had large grants in this same section. With this conveyance to Scolley and Rose, went a seventy-two acre meadow also owned by Taylor. Edward was married twice, to Christiana, who died in 1673, and second, the same year to Elizabeth, widow of John Bridges of Cambridge. He and his wife Christiana, were members of the First Church in 1648. He had a grandson, Seabred, who was active in Town affairs. He died in 1714, ages 71 years.

Four years before Taylor died, he was in some financial trouble, for Henry Emmons, deputy sheriff, levied on most of his Reading property by an execution obtained by one Timothy Pratt, of Boston. In the property taken was one acre of orchard, bounded westerly "on the highway, east of the Great Pond, northerly of ye house of sd Taylors."

That the town had land to give away as late as 1685-6, for that year Taylor was given "lot No 5 in the First Division Lots."

GEORGE TAYLOR

Died 1667

We know little of him; that he came to America on the ship "Truelove" in Sept. 1635 at the age of thirty-one. Was in Lynn in 1638; was made freeman May 2, of that year.

He owned three of the thirty acre lots on the east side of the Great Pond, and these he sold in 1642 to Nicholas Brown, but the deed indicates that only two of these lots lay against the pond, one bounded on the North by Edward Taylor, and on the south by John Bachelor, with the third lot adjoining on the east side.





GEORGE TAYLOR (continued)

The second lot was bounded on the north by Nicholas Brown and on the south by Edward Taylor. These lots were between or near to Cordis and Sweetser Streets of the present day. Where Taylor obtained the title to this land is one of the unexplained problems. He is named in the 1639 Lynn grants, but only for "thirty acres and ten."

Taylor desposed in 1654 to the bringing in of beaver from Naco to Boston, for Francis Johnson. He is mentioned as "being opposed to infant baptism." He died 29th of 10th month in 1667. There is nothing to indicate that he ever lived in Reading

THOMAS TAYLOR

Born 1619

Died in Ipswich in 1680

Thomas Taylor was in Watertown in 1642. We went from there to Lynn and removed to Reading about 1650.

In the Colony records 19 Oct. 1649 appears the following; "In answer to ye petition Ralph Roote & Sarah, his daughter, for liberty & power from this Courte, to confirm a bargain & sale of a house and land in Reading given to the sd Sarah, being under age, to Thos. Taylor of Watertowne to whom they have sold the same, the Courte grants this request, By Both." The unanswered question is how and when did the Roote's get this house and land?

In 1655 in testimony given in the County Court Taylor gave his age as 36.

In 1670 Thomas Taylor Sr. sold to his son, Thomas, a lot of  $3\frac{1}{2}$  acres from his own land on the south side of Prospect street against the Charlestown line for a house, as Thomas Jr. the following year, married Mary Hooper, daughter of William Hooper, who lived across the road from the Taylor's. At the same time he conveyed to his son more land in the same locality. Thomas Sr. estate was administered Feb. 25, 1690-91. The "Housing and land of the Homestead of  $11\frac{1}{2}$  acres and orchard being appraised for £25. Total value of his estate £71:1:04. The real estate went to his son, Seabred Taylor.

When Thomas Taylor, Jr. died in 1691 he left a snug estate; the home dwelling and 60 acres of land adjoining, with a 17 acre piece till adjoining; 96 acres that was formerly Joshua Eaton's and several small parcels of upland, and meadow. His widow, Mary (Hooper) Taylor, in 1695 petitioned that her son, Thomas, be appointed administrator, but it was not until 1709, after the death of the widow, that the estate was taken over by Thomas, by purchase.



RICHARD WALKER

Born 1610

Walker was a leader in the settlement of Reading. As a surveyor he laid out the town common lands and various divisions. He was a son of Richard Walker of Lynn, -a selectman, captain and representative, who died in Lynn at an advanced age.

The son, Lieut. Richard, in 1637, was granted 200 acres by Lynn, altho the grant may have been in Lynn to the father, as we can find no 200 acre tract conveyed or defined in the Reading territory as owned by the son.

In 1642 Reading granted 27 acres of upland "laying on the plain" to the Lieut. This was a tract running westward from the Great Pond to the old road (Elm street), bounded by "the highway on the south" and by land of Mathew Edwards on the northwest." Here it was that Lieut. Walker had his homestall, a location known in later years as the Suel Winn place, now owned and occupied by E. I. Purrington. Later, 10 acres-a neck of upland "lying south of a little river that runs between Beech Neck and this land," In 1647 another grant of 25 acres at Bare meadow, with Walker serving on the committee on division in 1652, 20 acres laying in the Plain next to the Woburn line. In 1655 a half acre "by the bridge that goeth to Andover" on the south. In the 1658 division north of the Ipswich River, he received 200 acres and 57 poles.

Richard Sadler, who was town clerk of Lynn in 1640 now comes into the picture. He had a large acreage against the Ipswich River, on the early Andover road, known as Sadler's Neck," but he also owned land in the southeast part of early Reading for in 1655 Richard Walker bought of Lieut. Thomas Marshall a tract of land "that is half of the 200 acres that was for sometime Maj. Richard Sadler's, lying on the west side of the farm that was Capt. Robert Bridges."

This reference to Bridges farm, it is believed, concerns a mortgage to Bridges by Marshall for money borrowed, and Bridges possession was probably only one of record.

Walker, early bought of Samuel Bennett of Lynn, 100 acres of upland and meadow, a location difficult to determine, except that being bounded on the southeast by John Hawkes, suggests that the 100 acres may have been in Lyn or Saugus. Southwest of this tract a Thomas Talman of Lynn owned 10 acres. This he sold to Lieut. Marshall, who later conveyed it to Walker.

Lieut Walker in 1637, was one of a committee to divide the common lands of Lynn.





RICHARD WALKER (continued)

In the Cambridge records of 1651 appears this record: "Richard Walker is chosen and allowed by this Court Captain for the company at Redding, and Thomas Marshall their Ensign." In 1658 Walker was one of the largest tax-payers.

Walker had rather a brilliant military record. In 1645 he, with Thomas Marshall, accompanied Capt. Robert Bridges "to the French provinces to the North, "Capt. Bridges having received appointment by the Court as Commissioner "to negotiate between Lord De La Tour and Monsier D'Aulney, the governors of the French Provinces---on matters of boundaries and encroachments." For their good services Lieut. Walker was given £4 and Sergt. Marshall 40 shillings.

In 1648 a Colony record reads: "Lieut. Richard Walker and Sergeant Thomas Marshall of Reding shall lay out grants of 550 acres to John Endicott, 250 acres each to Capt. Wm. Hathorne and to Capt. Traske.

The early military activities about 1647 mentioned the "Reading Band led by Lieut. Walker." The Band had to drill eight days a year."

Walker was Selectman 1647-8 and again in 1653; and representative in 1650. In 1648, 49 and 50 he was elected a Deputy of the General Court.

In 1667 Mary Morrell deeded to Walker "all the dividint or dividints of land and meddow which was given to my late husband, Ezekiell Morrell, by the Towne of Reading in 1658." This referred to the grant to Morrell of 47 acres and 13 poles of upland north of the Ipswich River. Morrell died in 1663 while on a visit to Roxbury. It is unknown when he came to Reading.

In the County Records at Salem, 26th 9th month 1678 appears the following: In the case of the "administrator of the estate of Thos. Dexter Sr. against the Towne of Lin, or Capt. Richard Walker & others; the Marshall of the County of Suffolk is required to attach lands of the Township of Lyn, & for want thereof the bodies of the Selectmen of sd Towne, namely Capt. Richard Walker, Capt. Thos. Marshall" & others.

In the Suffolk County files No. 726, the 6th of the 1st month 1665/7 a deposition by Richard Walker, in a land appraisal case, stated that he "was 55 years of age or thereabouts."

In 1678--Richard Walker was in Lynn, where he was one of the seven Prudential men. Father and son having the same names it is impossible at times to correctly separate their individual interests. For instance, back in 1635, Richard Walker was named among other free-men to have "liberty to plant & build in Nahant to further the trade of making fish; and again in 1638 Richard Walker was named as one of three to divide Lynn Lands---"to lay out of farmes."





SAMUEL WALKER

This name appears among early land owners in Reading. It is said that he was dismissed from the Boston Church to the Reading Church, and "perhaps removed to Woburn." Sewall, in his history of Woburn, writes:

"Samuel Walker, Sr., was born in England; accompanied his father to America in 1630; and after residing with him a while in Lynn, removed with his brother Richard to Reading. He was in Reading, as early as 1648, for on that year the town presented him with a house lot. Later he permanently established himself in Woburn, being first mentioned there in 1661-2, when he was appointed Surveyor of Highways. By occupation he was a malster, and in 1675, obtained a license for keeping a Tavern." He died Nov. 6, 1684, aged about sixty-nine years. He left several children, one Deacon Samuel Jr., and influential citizen of Woburn.

In 1667, he with Francis Kendall, brother of Thomas Kendall of Reading, were empowered by Woburn "to laye out the Common to propriety." It is interesting to observe that here were two brothers, Richard, laying out the Reading Common land, and Samuel, laying out Woburn Common land.



## CHAPTER V

WILLS, ADMINISTRATIONSDIVISIONS, INVENTORIESAND SETTLEMENTS OFESTATES OF READING'S EARLYSETTLERS

Note: These documents for the most part, deal only with real property, eliminating personal property and minor paragraphs.

The detached figures at the right indicate the number of the document at the Middlesex Registry of Probate.





WILLIAM ARNOLD  
ADMINISTRATION 1707  
INVENTORY

An Inventory was exhibited in Probate Court,  
November 1, 1697, amounting to:

	£ 341 : 13 : 0
with rents for Real Estate	
7 years	36 : 10 : 0

---

£ 378 : 3 : 0

Account of Jere Swayne and  
Thomas Bancroft, Admrs.

Paid Sundry Debts	£- 55 : 9 : 3
Divided and Settled on	286 : 3 : 9
Children	

WILLIAM ARNOLD

Died June 29, 1697

488

INVENTORY

Homestead of Twenty Acres, of Upland with, House and Barn upon it.	£ 100
His father Clarke's 1st Div. of land	
13 Acres	13
Eight Acres of land of his father Clarke's and $8\frac{1}{2}$ Acres of his own, both adj. Parkers Swamp.	
Eight Acres of upland and meadow near Bur- chen meadow of his father Clark's	6
15 Acres meadow in Hundred, and 50 more	50
$2\frac{1}{2}$ of his father Clarke's in Mill Meddow	10
9 Acres more lying in Lynn Bounds, Clark's	27
His father Clark's Cedar lot and Pine Swamp lot	5
9 Acres his own upland near Reva Swamp.	
4 Acres his father changed with Widow Eaton,	9

Total Estate with Personal.

---

£ 341 : 13



## WILL OF JOHN BACHELDER

# 594

YEAR 1676

In the name of God, and by his Assistance, I, John Bachelder of Redding, in the Counties of Midlsex, minding the many warnings of my mortalities, not only by reason of my Age, and decay of naturall abilities; but also the sudden Changes of Sundrey the most zealous servants of God: doe herefore Comit my Soule, Body and Spirit, both in life and in death, into the everlasting Arms of God, All Sufficient my most heavenly father: and to Jesus Christ my deare Saviour, through the years. And reason of his Eternal Spirit: my body to the Earth, where its original was taken; for hope of A happy resureccon, in the great day of the Man Christ Jesus, the Judge of all; to whom be Glory, for EVER AMEN.

And for such good things of this world, As in my pilgrimage, it hath pleased God to Comit to my Stewardship; I give and devise (as much as in my life) in Maner following:

My household or Town priviledges, I give unto my sons John and David, their Heirs and Assigns forever equally.

My dwelling house, outhouses, Orchards, yards, with all the lands, priviledges and appurtenances to them belonging; Continyuing thirtie Acres more or less. Bounded by Jonas Eaton's land Southward, Nic. Brown, Northward, Butting and the great Pond and Highway Westward; and Swamp eastward, toward Hananiah Parkers; A parcel of Meadow-ground of three Acres more or less; adjoyning to Ralph Dicks Southward, Joseph Fitch, Norward; Robert Burnap, Eastward and Benjamin Fitches upland, Westward; Also Nine Acres of Meadow; lying and being in Bears Meadow be it more or less; Bounded or Abutting on the lands of Benjamin Fitch, Westward, Samuel Dunton, Eastward; A Swamp, Northward; And the Common, Southward; My long Meadow lying toward Andover. My lott in the Cedar Swamp; referring liberties for my son David of timber necessary for ; and toward the building and finishing his house; hereafter mentioned.



WILL OF JOHN BACHELDER  
#594  
YEAR 1676

Allso One Hundred And fiftie Acres of my two hundred twentie-six Acre lott, in the farther End; or part of it; with Needful Egress, regress, through the other part of my Sayd two hundred and twentie-six acres Lott. All and Every the parcels aforementioned, I give and Bequeath unto my Son John Batchilour; his Heirs and Assigns forever The other part of my two hundred twentie-Six Acres of Upland; the other part of my Meadow adjoining to the long meadow Aforementioned, joining to what was George Dana's Meadow, My three acres of Meadow by the Dark Swamp; bounded by the Sayd Swamp; Northward by Jeremiah Swayne; Eastward, by Will Eaton, Westward, And Jeremiah Swayne's hill of Upland Southward. Also my three Acres of Meadow-ground, purchased of John Peirce lying Eastward of the Great Swamp; with my Interest of Swampland, lately Allotted to the Inhabitants of Redding. All and every parcell, As before expressed; in this Article with all and Singular the priviledges, and Appurtenances to them belonging.

I Give, Grant and bequeath unto my son David Batchilour; to have and to hold, to him and his Heirs And Assigns for EVER.

My ten acres of upland lying on the Westplayn, betwixt John Peirce and Jacob Harts land, I Give, Grant, and bequeath unto my Daughter, Mary Cowdrey, to have and to hold to her, her Heirs, and Assigns for EVER.

My Cattle and Swine; possessed by me before my Death; I Give One fourth part of them or of the true value of them, unto my Sayd Daughter Mary Cowdrey; And the other three parts I give to my son David, My feather-bed with the Appurtenances thereto belonging; I give to my son David, My pewter, I give to my Sons John & David to be equally divided between them, namely my basin & biggest platter to David, the rest to my son John Batchilour, my iron pot to my Son David.

And it is my Will and Mind that my Son John with Davids labour therefore Make and Sit a House frame of the Size of Hananiah Parkers, within one year After me Decease, if it be not done before; and for the better performance of this my Last Will and Testament, remaking All former and Other Wills of Mine; I make, Constitute and appoint my Son John Batchilour the Sole Executor of this my Will and Testament.





## JOHN BACHELLER

## INVENTORY

JUNE 15, 1676.

The Buildings with all the land about it, etc.	L	160
Three acres Meadow		9
Nine Acres " more		25
Three Acres " "		6
Twenty six acres Upland ) Seven Acres meddow )		60
Parcel of Saddlers (Sadlers) Swamp		1 : 10
Six and one half Acres, West Swamp		6
Three Acres meddow, more.		12
Ten Acres Upland more.		10
Forty Acres, with building,		120
<hr/>		
Total with personal.	L	433 : 15



## JONATHAN BANCROFT

## ADMINISTRATION

1732

966

Inventory February 19, 1732/33.

To the Homestead, consisting of about Twenty-two Acres, with the House and Barn,	£ 364
To Thirteen Acres, below the Hyway,	175
To about three Acres of Meadow at Sam'l Foster's Mill	54
To about Six Acres wood land near John Tounsensend	39
To eighteen Acres Woodland, in Wilmington, near Sam'l Parkers.	108
	<hr/>
	£ 740
Total of Personal	191:10:3
	<hr/>
	£ 931:10:3

## Appraisers

Thomas Eaton  
 Raham Bancroft  
 Nat'l Stow

---

Samuel Bancroft, Administrator





WILL OF

Joseph Bancroft July 16, 1733 971

To wife Ruth, all indoor moveables etc. & use of my housing & land if she remains a widow untill my daughter Ruth comes of age or marriage--after they to have joint use of housings etc.

Reversion of my Estate to my brother Benjamin Bancroft and I will that there shall be laid out on the house I am now building, besides the stuff I have provided the sum of £50 to make it comfortable for my family, etc. etc.

Joseph Bancroft

Witness

Jona. Parker

Phebe Eatton

Nat'l Stow

Note: Widow married to Underwood.

INVENTORY

January 4, 1733/34

To Homestead consisting of about 5 acres with the Barn and new frame for a house thereon. £ 190

To 14 acres called Taylers Paster. 210

To 3 acres woodland by the Homested which was formerly John Wessons. 45

£ 445

Sam'l Bancroft

Peter Hay

Nat'l Stow

July 25, 1746 the widow Ruth Underwood, Exec. of her former husband's estate petitioned to sell 5 acres of land lying between land of Kendall Parker & Ebenezer Damon to pay debts.



THOMAS BANCROFT

WILL

JANUARY 15, 1713/4

987

To my wife, Sarah, the free use of the West End or half of my dwelling house from top to bottom, etc. My son Samuel is to provide constantly, his Mother with a suitable horse for her to Ride to Meeting, as long as she remaineth a widow.

At her death, I give to my three daughters, Sarah Briant, Judith Parker and Elizabeth Lamson, shall have her personal estate, Equally divided.

To my Son Rahan, fourteen Acres of land, lying between the Highway leading by his house, and the land purchased of Sam'l Parker.

Also eight Acres of my uper lot on the South side of sd lot.

To Son Samuel, my husbandry books, and my Homestead in Redding, consisting of one dwelling house, Barn and other out buildings, Orcharding, medow, ploughland, and pasture as they are bounded, as they join other land given to Thomas and Rahan.

Also one wood lot, within the Bound of Reading aforesaid bounded easterly by the Mill Medow, northerly by Daniel Feltch, westerly by the Town Highway and Town Ends, and fields, and southerly, by land I have given to Thomas.

Thomas Bancroft.

Witnesses.

John Goodwin  
Jona. Poole  
John Wesson  
Ebenezer Bancroft



THOMAS BANCROFT

WILL

OCTOBER 16, 1730.

988

To my wife, the west room in my dwelling house,  
and the chamber over it, etc.

To my son Thomas (born 1696) in addition to what  
I have given him, my Dirty Bridge medow, which I bought  
of Thomas Hodgman, etc.

Also piece of land on the North side of my house  
lott, twelve rods wide, from end to end, running in  
length from the Highway below my house, over the Hill  
to the Highway that goes by John Boutalls.

To my son Joseph, (born 1698) £100 by Thomas.

To my son Benjamin (born 1701) £100 by Jonathan.

To my son Jonathan (born 1703) my buildings, house  
and Barn, with the land they now stand upon, to-  
gether with all my Homestead above and below the  
Highway leading to my House excepting that part  
which I have already given in this will to my  
son and heirs.

Thomas Bancroft

Witnesses.

Sam'll Bancroft  
Richard Temple  
Nat'l Stow.





JAMES BOUTELL JR.

2245

May 10 1714 Admr.

APPRAISAL

Set off to the widow of James Boutall

In the Homestead the southerly side of the lot.--

In the House the East room



## WILL OF

James Boutell Sr. Aug. 23, 1715

To the children of my son James Boutell dec.:

The Homestead of house & barn, orchard & land they stand on, with medow in great Ash Swamp lying between Bro. Briant & Jno. Goodwin.

To my son Thomas Boutall besides what I did for him at his marriage--all that house & land that my son Kendall lives on that is all the land that was mine there & that I bought of Capt. Savage and my Divident meddow & the swamp lot at the Pond Neck I bought of Goodman Pike & my lot in Cedar Swamp & ahlf my cider mill & house to it with liberty of yard room & half the moveable.

To my son Kendall Bouttell all my Homested of house, barn, orchard, & land they stand on & joined to the same meddow near Francis Smith; my wigwam meddow.

To the children of my son John Bouttall, the housings, & land that he decd. seized of that was mine with what I have done to it & the use of this I give to my daughter-in-law Grace, the widow of my sd son until one of her sons becomes of age-- & then her thirds during her life.

To my daughter Rebeckah Poole my Pine swamp lot at Jona's Bridge.

To my daughter Sarah Townsend----medow.

To my daughter Tabitha Cowdrey---medow.

To my daughter Mary Boutall

To my daughters Mary & Elizabeth choice of one room in my home to live in.

James Boutall

Witness

John Pearson  
Joshua Eatton  
Jos. Burnap





ADM. OF

John Boutell April 21, 1714

To upland & meddow on the north side of the House lot  
containing 24 acres---& 4 acres in the Divident.

Grace, wife, Administratrix



WILLIAM BRIANT

WILL

OCTOBER 2, 1749.

3335

To my son, William the southern half of my home-  
stead land, which was formerly William Arnold's house  
lot, with all the buildings,

To my son, Jonathan, the northerly half of my Home-  
sted, lands, that was formerly Benjamin Davis'.



JOHN BROCK

WILL

1682

Estate to be divided into three parts, My grand-child, Brocky Baker, ye choice of ye first part, the other two parts to be divided into eight portions.

To my grandsons, Sam'll and Atherton Haugh, and to my grand daughter Elizabeth Herbert and Sarah Savage, Also to my Nephews- John Gowen and John Fuel, and to my neices Elizabeth Gowen and Hanah Fall.

John Brock.

Witnesses

Edw. Wyllyes.  
Ruth Wyllys.  
Jer. Swain Sr.





WILL OF

JOHN BROCK 1690

Personal only	See Vol 7	page 105		
Library	" "	7 "	103	
	" "	7 "	108	
	" "	5 "	209	
				2775
			Look at	2776 1681

WILL OF

SARAH BROCK, widow of Rev. Samuel Haugh

My House, Lands, & Meddows to my three daughters, Elizabeth Haugh, Sarah Haugh, Marey Haugh to be equally divided.

Their Brother Samuel Haugh to have £20.



## Middlesex Probate

Rev. John Brock of Reading

Vol 6        The Court order and appoint yt all prsons in the  
Page 14      Estate of ye Rev. John Brock of Reading, deceased  
do come to ye next County Court at Cambridge to  
make their Pleas to ye sd Estate.

Vol 6        The Court on ye motion of James Vaile, order and  
Page 14      appoint Said James Vaile to gather together ye  
estate of Mr. John Brock, deceased and to bring a  
true account of ye same to ye next County Court---  
Dec. 17, 1689.

Vol. 6       The last will and Testament of ye Rev. Mr. John  
Page 34      Brock of Redding exhibited in Court by Wm. Simme, one  
of ye Executors and attested upon Oath, by ye  
witnesses, viz, Edwd. Wyllyes, Ruth Wyllys, Jeremiah  
Sweyne Sr. who made oath that they were present and  
saw him, the Rev. John Brock sign, seal and publish  
his last will & testament and that he was then of  
Sound memories and disposing mind.

Apr. 15, 1690

Vol. 6       William Simmes appeared in Court and exhibited under  
Page 34      oath a true inventory of ye estate of the Rev. John  
Brock, April 15, 1690.

Vol. 6       Mr. Zachariah Symmes of Bradford in ye County of Essex  
Page 114      Clerk xxx did then & there absolutely renounce  
having anything to do as an Executor to ye last will  
& Testament of ye Rev. John Brock, though nomined in  
said will.

Oct. 28, 1691



## Middlesex Probate

## Josiah Brown of Reading

Vol 6            Capt. John Brown, Dea. Benjamin Fitch & Hananiah  
Page 132        Parker are nominated a Committee to make proposals  
for ye Settlement of ye estate of Josiah Brown of  
Reading to ye widdow and children according to Law  
and to make their report of their Doings thereon to  
ye next Court for Miād.    Jan. or Mar. 1692 (?)

See also No. 3120 files of Probate Court

Vol 6            By this Court Administration is granted to Mary  
Page 132        Brown relict widow of Josiah Brown of Reading dec.,  
and her eldest son, John Brown, on ye whole  
Estate of sd Josiah Brown xxx having presented  
an inventory thereof to sd Court Jan. or Mar. 1692?





## AGREEMENT

JUNE 23 1703

10 - 668

Mary Brown of Reddin, late widow of Cornelius Brown,  
formerly widow of Adam Colson, late deceased.

Children           ----- David Colson  
                                  Elisabeth Colson  
                                  Mary Colson

Several parcels of land in Reading.

One, being ye Southerly half of ye Lot that was our Honored parent, and predesessor, Josiah Dustin, of Reading, deceased, bounded, South, by the Town Highway, in part and partly by Deacon Fitches, West, Town Common, East, with the meadow land, North, the lot bought of Deacon Cowdrey, that lyeth near to Capt. Bancroft, joyning to ye meadow land north, and to the Town Highway East, it being by estimation, twenty-three Acres.

A third part in ye First Division, so called, lying near to Burchen meadow, bounded, West, by land of Thomas Burnap deceased, thirteen acres.

One fourth part in ye second Division, about sixteen Acres, and lyeth near James Nichols ledge, bounded, South, by land of James Nicholls, North, Samuel Dunton's land, East, by Town Highway.

One half part of ye meadow belonging to our predessor, abovesaid, at a place called Dustins bridge, also a part of a pine Swamp Division which belongs to us, last laid out, lying between Thos. Burnaps two Pine Swamp Lotts.

Also one parcell meadow in Wigwam meadow, that was bought of Benjamin Smith, bounded, on ye side with ye upland, one half ye Cedar Swamp.

Also ye remaining part of personal Estate.

To Mary Colson (Mother), for her natural life, one half lott, that was our Honored Grandfather Josiah Dustin, being the Southerly half, bounded, South by the Highway, and Deacon Fitches land, West by the Town Common, East, by meadow, also one half meadow at Dustins Bridge, also whole division of Pine Swamp, being her third, or Dowrie of Real Estate.



(continued)

AGREEMENT  
JUNE 23 1703

10 - 668

David, is to have for his own ye Negro called Tom.

Mary Colson, shall have ye Negro called Dick, alias Richard Bordman, at ye price of Forty Pounds.

David is to have piece of upland joyning to ye meadow at Dustins Bridge.

Mary Brown            her mark  
Elizabeth Colson  
Lydia Colson  
Adam Hart            (Guardian)  
                         (for Mary Colson)



WILL OF

Nicholas Brown

1-29-1673

In the name of God Amen I Nicholas Browne of Redding in this my perfect memory doe make this my last will and testamen this twenty ninth of the first month 1673 and doe thus dispose of my estat:

I doe give to John Browne my sone all my town lots of land lying betwene the land of Edward Taylor and the River called Sawmill River with ten acors more adjoyn- ing to sayd river, one the other side of the river paying yearly to his mother during her natural lif forty shillings a yeare upon demand.

I doe give to Josiah Brown my Sone the other hallf of my farme called the wigwame farme being tow hundred and ten acors the ode ten acors. I doe give to my sayd sone Josiah and fifty acors of my great lot beyond the river called Ipswitch river with the proportion of meadow thearto belonging and tow acors of my great lot of meadow.

I doe give to Cornelius Browne my sone the other hallf of my farme at the wigwam and fifty acors of my great lot beyond Ipswitch river and the proportion of meadow therto belonging and tow acors of meadow of my great lot of meadow. These my sons Josiah and Cornelius Browne paying to their mother yearly during hir naturall life twenty shillings apese, upon demand.

I doe give to Elizabeth Browne my daughter and to hir heairs forever in land as followeth: All that part of my house lot below the hyway with the one hallf of my thirty acor lot next to the land of Thomas Parker senor and all my lot of upland in the a this side the river and ten acors of meadow out of my great lot of meadow lying betwene the meadow of Josiah and the upland of Edward Hutcheson and thre acors of meadow in the towne meadow between the meadow of William Eaton and Mr. Brock and one small peese of meadow upon Ipswitch river and fifty acors of my great lot beyond the river with the proportion of meadow therto belong.

I doe give to Edward Browne my sone one hundred acors of land lying between the land of Mr. Hollick and the land of John Person and five acors of meadow in great meadow and twenty acors of meddow out of my great lot of meadow by Edwa Hutchesons and fifty acors of land out of my great lot beyond the river with the proportion of meadow thereto belonging and the one hallf of, my sedar lot.





WILL OF

Nicholas Brown 1-29-1673

I doe give to Elizabeth Browne me deare and loving wiffe for and during her natural life the one hallf of my dwelling house and barne with all the broken land adjoyning thereunto and one half of the pastur and orton and two oxen and three cowes and the husband implements and sixtene acors of medow at the hither Beare medow and foure acors of medow at dwiers lot and thre acors of saullt medow at rumbly marsh and all the movabells within doars to hir and to hir dispos to my children.

I doe give to Joseph Browne my sone the one hallf of my dwelling house and barne and orton and pastur and the one hallf of my thirty acor lot lying next the land of Zacri Fitch sometime and my dividnt in the great Swamp and the one hallf of my seader lot and six acors of medow in the hither beare medow and fifty acors of land out of my great lot beyond the river with the proportion of medow therto belonging and the remaynder of my hous lot hous and barne and sixtene acors of medow in dwiers medow at the deseas of the sayd Elizabeth Browne my wife this testator willeth to his daughter Elizabeth in hir hallf of the thirti acor lot the wholl end from the gate weestward.

Further I doe make my sone John Browne my soall execsitor of this my last will and testament. Further I doe make oversears of this my will and testament Hananiah Parker and Josiah Browne my sons and for this their care and paynes doe give them twenty shillings apeese.

This is the last will and testament of me

Nicholas Browne

As atesteth

John Bacheller

David Bacheller  
his :m: marke

Son	John Born	1634	married	1660 (?)
"	Cornelius Born	"		1665
"	Josiah Born	"		1667
"	Joseph Born	1647	married	1670
"	Edward Born	1650	"	1679(?)

17:4:1673

At a Coun Court at Charlestown, Sworne by Jno. Bachelder & David Bachelder---as attests. Thomas Danforth, R.



INVENTORY OF

NICHOLAS BROWN SR. ---25-2-1673

Personal-----	69: 09
One House & 120 acres upland & meadow thereto adjoining-----	280: 00
Two Houses & 210 of upland & meadow land-----	290: 00
One House & 100 acre of upland & 5 acres meadow-----	140: 00
One House & Barn & 30 acres upland & 4 acres meadow-----	160: 00
54 acres upland & 4 of meadow----	64.
2 Parcels of meadow---80 acres---	80.
2 acres in Cedar swamp & the Division of the Ash Swamp-----	10.
3 acres Salt Marsh-----	15.
300 acres upland & meadow-----	85.
	<hr/>
	£1232. 09

Appraisers

John Batchelder  
Jeremiah Swayne



ABRAHAM BRYANT JR.

## INVENTORY

SEPTEMBER 30, 1714.

3284

The Homestead of Housing and Land, containing half the lot given by his father, and eight Acres bought of Capt. Richardson, with the Orchard bought of Capt. Richardson, joining all together

-----

L 220

To Ten Acres, lying on the north of Jos. Burnap's home,

50

Five Acres in Bear Meadow.

20

A Committee on Division,  
Valued Estate.

Widow.	Homestead and twenty and three quarters Acres.	L 216
	five and one half Acres in Bare Medow	16
Widow.	Lot bought of Richardson	48
	Lot bought of Boutel lying next.	
Widow.	The Homestead between Jos. Burnaps and Nat'l Parkers.	70 : 15
		<hr/> L 350 : 15

One Third L 116 : 18 : 4

Two Thirds L 233 : 16 : 8

The Homestead was set off to the widow, Sarah.





JAMES BRYANTINVENTORY

March, 1768

House and Bairn & shop & 10 acres of Land	L 64:6:8
15 acres known as Cow's pasture & the Island	42

## Adjoining

3 acres & $1\frac{1}{4}$ acres in Eaton's meadow & the new Bit	11:17:4
3 acres pasture in the Neck	7
6 acres in Pine Swamp	16
5 acres in Ash Swamp	20:16
	<hr/> L146
Personal	44: 8:4

The homestead bounded at the northeast corner by Jeremiah Bryant's house, and then eastwardly on sd Bryant's land till it comes to land of Benj. & Jonathan Hartshorn's & southwardly on sd Hartshorn's till it comes to the land of Mrs. Elizabeth Lambart & the westwardly on sd Lamberts till it comes to the Highway & then northeastwardly on sd way till it comes to the bounds first mentioned.



WILL OF

3318

Kendall Bryant     May 31, 1745

To Elizabeth my wife, during her widowhood---the left end  
of my dwelling house.     etc. etc.

To my son Kendall Bryant 8 acres of land in first Parish.  
Bounded westerly on the Town Road; southerly on Dr. Wm.  
Hay; easterly on the Pond; northerly by Thos. Nichols &  
Ebenezer Damon together with Dwelling House, Barn, meadows,  
etc. etc. among them being  $\frac{1}{2}$  of my meadow called "Blackbird  
Swamp Meadow." Bounded southerly on Thos. Nichols, easterly  
on the Pond; northwesterly on land formerly Dea. Thos.  
Boutell & of Thos. Nichols.

(There is much of description in this will)

To my son Jeremiah £ 50     (He was heavily in debt & his  
father stood bonds)

---

No inventory of real estate--- only personal.



WILL OF

3605

Joseph Burnap April 2, 1744

To my son Jos. Burnap all the land he now liveth upon---  
being the land of Timothy Hartshorn which I purchased with the  
buildings thereon & the land which I purchased of David Hartshorne.

Together with  $2/3$  of my right in Lobbs Pound Saw Mill &  $1/3$   
of my Cedar Swamp &  $1/3$  of my Pine Swamp. & "my Muff."

Joseph Burnap

Witness

Daniel Prescott

John Temple

Jona. Temple





WILL OF  
ROBERT BURNAP

Mddx. Probate  
Vol 6 Page 7

The last will & testament of Robert Burnap of Redding dec.  
exhibited in Court by ye Executors, Tho. Burnap & Robert Burnap  
and attested by ye witnesses-----

John Brown  
Hannaniah Parker  
Benjamin Fitch xxx

and exhibited an inventory of their father's Robert Burnap  
estate Oct. 1, 1689 (?)

See also No. 3608 files of Probate Court



3608

WILL OF

Robert Burnap Nov. 15, 1689

To son Thomas my now dwelling house & whomsted that I now live in with all Town privileges thereto belonging, with the House & Land the sd Thomas Lives upon with the meddow that is in it.

He to pay my cossen Thos. Burnap L6 a year.  
To daughter Ann---L5 & to daughter Sarah Brown the cobbard in the parlor.

To my son Robart the land in the Town that his house is now upon & the meddow that belongs to it & the Town aker lot that lieth by Nat'l Parker's.

To my cosson Thos. Burnap 40 acres at Hundred Akers near to meddow sometime Mr. Brock's.

To my grandchildren Joseph Burnap & Thos. Burnap my Cedar Swamp.

To my grandson Isaac Southbrick upland & meddow at Dustin's Bridge.

Executors                      sons                      Thos. & Robart

Robert Burnap

Witness

Jno. Brown

Hananiah Parker

Benj. Fitch

INVENTORY

Homsted & 8 acres land & medow	L 260
12 acres near the <u>meeting house</u>	50
2 acres meddow near Benj. Smith's	10
3 acres medow at the Wigwam	10
5 acres at Hundred Akers	20
10 acres woodland near Nat'l Parker's	10
17 acres near Dustin's Bridge	17
40 acres north side Hundred Akers near Mr. Brock's with the medow belonging to it.	12
Total with Personal	<u>508:16:0</u>

Appraisers (Benj. Bacheller  
(Benj. Fitch  
(Nat'l Goodwin



WILL OF

3609

Robbart Burnap Jr. Oct. 4, 1695

To wife Sarah my house to live in as long as she remains a widow & all moveables.

To sons John & Joseph 100 acres of upland lying on north side of Ipswich River. Bounded easterly by Capt. Ephraim Savage & by Thos. Taylor on the west; by the Town Highway on the north & the south & 3 acres in Hundred Acres lying between the two rivers.

To my son Benj. my whomsted with all things upon it & 4 acres in Bear Meddow, three parcels in Hundred Akers; my 2d Div. lott in the Town Rights i.e. 24 acres & my last Div. Lott in the Pine Swamp & every part of buildings & orchard & land I give to my son Benj.

To my son Joshua Boynton 50s.

To my son John Dix 50s.

To my son Abraham Robbart 13s.

To my daughter Dorcas Burnap £5

To my wife 20s. yearly & substantial maintenance & to sell any part if she needs it.

Wife---Executrix

Robbart Burnap

Witness

John Bacheller

Jos. Browne

Thos. Nichols

INVENTORY

To Homested of housing, land & orchard	£ 90
100 acres on north side Ipswich River	20
20 acres of meddow in several parcels	60





AGGREEMENTVol. 6  
Page 82

An agreement of ye children of Thos. Burnap of Redding, dec.  
presented to ye Court for approbation.

Confirmed April 7, 1691.

(See also No. 3614 files of Probate Court)



INVENTORY OF

THOMAS BURNAP SENIOR

3615

March 26, 1691

The Whomstead with 80 acre & meadow & buildings	L 350
45 acres of upland & 2 of meadow	45
8 acres meadow	24
The Two East Dividents in the Town Common	12
Lot in Ash Swamp	2
" " Cedar Swamp	1
	<hr/>
Total with Personal	L 494:6

## Appraisers

John Bachellor

John Pearson

Midd. Probate No. 3614

Petition of children of Thos. Burnap---Thos. Burnap, Mary Burnap & Sarah Burnap that Thos. the only surviving son & two sisters both of age & in behalf of three sisters, Anna, Bethiah, & Hester---for appointment of guardians for minor children.



INVENTORY OF

THOMAS BURNAP    aged about 60

May 20, 1691

Sixty acre of Upland & 4 acres meadow-----	L 20
Two small lots of upland, both convenient---	3





WILL OF

Thos. Burnap Sr. 1726

To my son Thomas---all my housings, lands, orchard with  
all my several parcels of land with a provision to settle  
with widow Sarah & children.

Thomas Burnap

Inventory of Personal

L 62:12:9

Midd. Probate No. 3616



WILL OF

THOMAS BURNAP JR.

3616

May 19, 1726

---

To my wife, well beloved, Sarah, in the house the west lower  
Bedroom in the Leanto and

To my son Thomas all my tenements of housings, land, outbuild-  
ings, etc.---to pay wife & brother & sisters.

Mentions daughters Sarah's children---daughter Mary, Elizabeth,  
Martha, grandchildren by Ebenezer, dec. daughters Abigail,  
Hepzibah, Bethiah.

INVENTORY

Shows only personal

L 62:12:9



ADM. OF

4568

Thomas Clark 1693

To house &amp; land

Balance Personal

William Arnold Admr.

unlegible

"





WILL OF

Nathaniel Cowdrey 1690

I, Nathaniel Cowdrey of Reading, being in my perfect mind & memory though weak in body do make this my last will and testament, this sixth day of June in the year one Thousand six hundred and ninety hereby revoking all former wills.

Impr. I give and bequeath my soul into the hands of God, my Creator, entreating Him thru the merit of his blessed son to accept me and my body to the earth out of which it was made in hope of a glorious and happy reunion of those old companions at the last day, and concerning those good things which God hath given me for my use in this world--my will is

- Itm. that my beloved wife, Mary Cowdrey shall have and enjoy for her own use and to her hairees and assignes forever all my moveable estate whatsoever only what is hereafter excepted thrusting that she will deal first to my daughters, according to as she can spare from her necessity.
- Itm. to my son Natthias Cowdrey// I give 20 acres of land in John's Neck and 8 acres near the land of Mrs. Indiza Hacy.
- Itm. to my son Samll Cowdrey I give 10 acres of land in the --second Dividend near John Eaton's house in the Plain, being part of my lot of 20 acres and is the northward part of it adjoining also to the land of Indish Hacy.
- Itm. I give to my son Nathaniel Cowdrey, five shillings and to each of my four above named daughters five shillings apiece to be paid by my executors Hereafter mentioned in twelve months after my decease.
- Itm. I give my lot in Cedar Swamp to my sons, William Cowdrey and Matthias Cowdrey, equally, only reserving liberty for my son Samuel Cowdrey to cut for his own proper building what he shall have occasion for either shingles or clapboards.
- Itm. to my son Samuel I give my homespun coat.
- Itm. I do ordain and appoint my beloved wife, Mary Cowdrey and my son William Cowdrey to be the executors of this my last will and my beloved friends Nathaniell Goodwin & John Batchelder to be the overseers in testimony, whereof I have put my hand & seal the day & year above written.

Nathanell Cowdrey      :Seal:  
                                  :Seal:  
                                  :Seal:



(continued) Nathaniell Cowdrey

Signed, sealed & delivered  
in presence of us

Before signing my will is that  
if my wife dye before she hath  
disposed of the moveables and makes no  
will, they are to be divided amongst my  
daughters.

Nathanell Cowdrey

Ephraim Savage  
Timothy Wiley

### INVENTORY OF

Nathaniel Cowdrey June 30, 1690

20 acres of land in John's Neck	£ 20:00
8 acres more of land in John's Neck	8:00
20 " in ye Second Division neare John Eaton's at the Plain	14:04
a fodder lot	3:00

(Balance refers to personal property---  
including two oxen, two cows, six swine.)

Midd. Co. Probate ----- No. 5257

### INVENTORY OF

Nathanell Cowdry 1690

An Inventory of the Estate of Nathanell Cowdrey, late of  
Reading, who died Intestate in the Expedition to Cannada in  
the year 1690. Taken ye 12 January 1692-3

Estate was all personal---of the value of £ 70:16:00  
Midd. Co. Probate No. 5258

This Nat'l was a son of Nathaniel & Mary. He left a  
daughter Elizabeth, eight years old, grandchild of Hananiah  
Parker, who was appointed Guardian.

Midd. Co. Probate No. 5259



Middlesex Probate

Vol. 6  
Page 50

Nathaniel Cowdrey

The last will & testament of Nathaniel Cowdrey of Redding, dec. exhibited in Court by ye Executrix thereof & proved by ye Witnesses viz, Timothy Wiley, etc.

The Executrix of ye last will of Nathaniel Cowdrey dec. exhibited in Court---a true Inventory of her Husband Oct. 7, 1690

See also No. 5257 files of Probate Court





WILL OF

William Cowdrey 1684

The Last will and Testament of William Cowdrey of Redding The 12th of February in the year 1684 I Being then of Parfet Mind & Memory.

First, I Give my Soule to God that gave it and my Bodey to the Earth to be buried By My Christian friends In faith and hope of a Joy full Resurection at the Last Day.

Secondly, I Give unto My deare wife Also, one Mare & to Cows, & ten oxen, & ten young calves and fower sheep, and three young Shoats & if then Be not soe many catell then In Being of Every Sort then they must be made up from sum other Catell or in sumthing else & furthermore I Give unto my deare wife also on fether Bead & Boulster and Green Rugg & fower Pillows & three Cotton Blankets & three pare of cors. flaxen sheets and fower Pillow Pears Good & Bad; one pare of toe sheets and five napkins & a Littell table cloth & ten Puter Dishes,, etc. etc. etc.

Thirdly I give my son Polly five shillings.

Fourthly I give my daughter Hanah Polly's seven twenty shillings a peese to be payd them gradually as they come of age of twenty years.

Fifthly, I give to my grandchild, Bethiah Carter twenty shillings to be payd to her when she comes of the age of twenty years.

Sixthly, I give to my Grandchild Rebeckah Cowdrey one pare of flaxen sheets.

Sevenly, I give to my Grandchild Mary Cowdrey one Cow to be payd to hir mother six Monthes after My death & a pare of sheets.

Eightly, I give unto my son Nathaniel Cowdrey, & to his heairs for Ever all the land that lies upon & is Possed of as the Pastur, by Timothy Willis (Wiley) & the ten Parsels of meddow that lieth upon Ipswitch River & this I give him & his heirs for ever.



(Continued) Wm. Cowdrey

Ninthly, I give to my son Nathanel Cowdery halfe my hous and homsted with halfe my Meddow upland & Pasture & tow thirds of my orchard and halfe of all other of my Goods within dores & without dores that I have not given Away before to My Wife & Sum small things & all my waring clothes & My box of writings & the Peas (?) & Seal during his Naturall Life & then to Return to my Grandchild, Nathanel.

Tenthly, I give unto my Grandchild, Nathaniel Cowdrey halfe my Hous & Homsted with half my Meddow, upland & Pasture & one third part of my Orchard & the best Pare of sheets & one halfe of all other of my goods within dores & without dores that I have not Given Away before as those Perticulars to my Wife & sum other things which must In the first Place be set out to hir & this I give to him so long as his father liveth & after the death of his father I give all to My Grandchild, Nathaniel Cowdery & to his heirs forever with all the appurtenances & privileges thearto Belonging.

Furthermore, My desire is for to have My son Nathanel Cowdery and My Gran son Nathanel Cowdery, Executors of this My Will.

William Cowdrey     :Seal:  
                          .....

Witness (Hananiah Parker  
          (Thomas Clarke  
          (William Arnall

And Adistion to my Will this 24th of August 1685 with sum Alteration Refering to the 10 Articualars of My Will which bare date the 12th February 1684, whare as I say I give unto my Gran son Nathanel Cowdery halfe my hous & homsted & halfe my land and meddow & halfe my pasture & one third Part of My orchard hee or his Improving the other half Part for Mee so long as I shall live and after My Deth & his father's death, that is my son's, I doe give to my Grandson Nathaniell Cowdery all my hous & homsted and all my land & medow, Pasture & orchard I mean all but what I have given away before in My Will and halfe of all other of my Goods within dores & without dores I say I do Give hear to My Gran son Nathaniell Cowdery all to him & to his heirs forever, and I have blotted out the word Male out of my will but if my Grandson Nathaniell Cowdery die & leve his wife Elzabeath a widdow and leave neither children nor child then I give unto his wife Elizabeth my hous & homsted with all the Land & meddow after the death of my son Nathaniell Cowdrey as long as shee liveth.



(Continued) Wm. Cowdery

My will upon the Account of a Mariage Between My Grand son Nath. Cowdery and Elizabeth Parker which I may not nor will Alter furthermore. If my Grand son shall dey and Leave no child then after his death & the death of his wife I give all my hous & homsted & all my Land & Meddow xxx unto My Grand son William Cowdery as to his heirs forever.

Furthermore, I desire My well beloved Brethren and Trusty friends Captain Jeremiah Swain & Benjamin Feltes to be the overseers of this my will.

William Cowdery

Witness

Hananiah Parker

Thomas Clarke

William Arnall

The will was offered for Probate by Nathaniel Cowdrey Jr.

# INVENTORY OF

William Cowdrey 1689

The hous & Land at whome or a Broad there unto  
---belonging.

£ 150:00:--

For his son Nathaniel Cowdrey's Land given  
him

65:00:00

The balance being personal property of a  
total of

£ 284.





WILL OF

WILLIAM COWDREY

Middx. Probate

Vol. 6 Pg. 11

The last will and testament of William Cowdrey of Reading, dec. exhibited in Court and attested by Hananiah Parker, Thos. Clark & William Arnall, witnesses.

Nthaniel Cowdrey exhibited a line Inventory of the estate of William Cowdrey, dec.

Dec. 17, 1689

(See also No. 5266 files of Probate Court)



ADM. OF

William Cowdrey Sr. Ja. 27, 1726

William Cowdrey, son of William Cowdrey Sr. applied for administration of his father's estate.

INVENTORY

To the hous plot on ackor and 120 pols bounded northerly and westerly by the land of the late Kendall Parker, southerly & easterly by Town Comon with the hous and barn upon it.

L 79:00:00

To another piece of land neare the house of  
21 ackors & 124 poles; six akers of  
plow land. Bounded northerly by Town Comon;  
southerly by the land of William Bryant Esq;  
easterly by land of Thos. Nichols, westerly  
by Kendall Boutell. L116:00:00

To another piece of pasture land lying by  
Danell Goold--six ackers & 72 pols. Bounded  
northerly by William Bryant; westerly by Ken-  
dall Parker's; southerly by Danell Gould &  
easterly by land of John Goodwin. 78:00:00

Another piece of woodland lying in Sponeham neare  
Mr. John Scutor---nine ackers & 74 poles. Northerly  
and easterly by land of John Souter; southerly by James  
Taylor; westerly by Ebenezer Phillips; easterly by  
the medow of Ebenezer Emerson. 66:10:00  
45:00:00

---

A division of  $1/3$  part of the estate of William  
Cowdrey dec. to Nath'l Cowdrey & Thomas Cowdrey. The house  
& about 100 poles of land we set to Nathaniel Cowdry. Bounded  
southerly on the town road; easterly on land formerly Wm.  
Cowdrey's Sr. Dec.; northerly on land of Capt. John Goodwin  
& westerly on land formerly Wm. Cowdrey Jr. Dec.

The  $7\frac{1}{2}$  acres on the south side of the Road. Bounded  
northerly on the town road; easterly & westerly on land  
formerly belonging to Wm. Cowdrey Jr. dec; southerly on land  
of John Goodwin & on land of Nat'l Cowdrey dec.

We set to Nat'l Cowdrey about  $2\frac{3}{4}$  acres and a half  
quarter and two poles on the westerly side of sd land---  
7 poles wide at each end.

The remainder of the lot we set to Thos. Cowdrey. We  
set the 2 acres in the lower pasture to Thos. Cowdrey. Bound-  
ed southerly on land formerly of Wm. Cowdrey; northerly on  
land formerly Wm. Bryant dec. & easterly & westerly on Capt.  
John Goodwin.



ADM. OF ESTATE

Nathaniel Cutler 1678

INVENTORY

The new House	£ 160
The old House	40
To a woodlott	12
Total with Personal	<u>£ 382:11:11</u>





COMMITTEE ON DIVISION OF ESTATE  
Nat'l Cutler Jr.

1. To Nat'l, the eldest son the new place, so called, 2 pieces of land---one on which the house stands & the other on which is the barn & orchard---only a 2 pole way lyeth between them the east side of the road cont. 18 acres & 140 poles. Bounded southerly & easterly by land of sd deceased widow, Mrs. Clark, Jr.; northerly with the land of Stephen Wesson Sr; westerly by the Highway & the aforesaid piece with the house & fence that is thereon.

L 169:17:6

The other piece on the west side of the Highway containing 19 acres & 157 poles with the barn, orchard, & fencing. Bounding westerly by Woburn Town line; northerly by Stephen Wesson; easterly & southerly by sd Highway L179:16:0  
 12 acres in Hundred Acres 53:02:6  
 15 acres swamp & upland joining to Burchin Meadow 69:15:0  
 25 acres in the 2d Div. lot by the Dividents 77:05:0  
 ect. etc.

All the above & more set off to Nat'l eldest son  
 Total L689:03:0

666

---

To John the 2d son of Natl---the old House, Barn & orchard containing 37 3/4 acres. Bounded southerly by Nat'l Parker; westerly with the Highway & John Merrow & Ens. Parker's land; northerly & southerly with the town highway.

L232:03:0

Also Smith's lot lying north from the Homestead & only 2 poles away between sd lot & the homestead containing 23 acres. Bounded southerly by sd way & John Merror's lot that was Henery Bellflower's easterly by Town Common & Eben. Dammon's land; northerly by Burchen Meadow; westerly by Jackson's lot & Burchen meadow.

L 138



(Continued) Nat'l Cutler Jr.

9 acres in Burchen meadow  
8  $\frac{1}{4}$  acres near Burchen meadow

L 64:02:06  
61:17:6

---

L496:03:0

The Jackson Lot of 18 acres & 97 poles is set  
over to Nat'l eldest son.

---

The whole estate appraised L1178:6:6  
left 5 children each to have 196:29  
& there was money payment to Jonathan, Mary,  
Elizabeth to even up---

The accounts of this estate are in fullest detail  
& in good condition.

Midd. Prob. 5544



ADM. OF ESTATE

Nathaniel Cutler Jr. died June 7, 1714.

To the new Homestead	£ 200
" " <u>old</u> " & land & buildings	150
12 acres meadow--about Birchen meadow	40
Several lots of upland in Birchen meadow	110
10 acres at Hundred Acres	24
4 acres in Reva Swamp & lacre at Dirty Bridge	8
5 acres at Hundred Acres	7
a acre Cedar lot	1:10
Total with Personal	
	<hr/> £ 750:13

---

Account of Elizabeth Clarke formerly widow of Nat'l Cutler Jr.  
 Real £ 567:10 Personal £ 183:3

Rent rec'd of Henry Merrow for the <u>old</u> Homestead--	
8 years at £6 yearly	£ 48
Rent rec'd of Henry Merrow for the <u>old</u> Homestead	
for the 9th year	9
Rent for the other Homestead of Pierpont Richards	
1 year	7
Rent for the other Homestead of Pierpont Richards	
6 years at £7	42

---

Nomination of Nat'l Cutler eldest son of Nat'l Cutler Jr.





1742 March 12

## IDENTURE

54-295

Between,

William Bryant, Ebenezer Parker, and Nat'l Parker, all freeholders and Inhabitants of Reading, as they are a Committee Chosen and impowered by inhabitants of Reading, regularly assembled in Town meeting, the twenty first day of April last, to make Deeds to Several Purchasers of the Common Land of Reading, on the one part, and,

John Damon, in consideration of sixteen pounds ten shillings, convey to him, twenty two acres of Common land, lying in Redding, at "Tearbreak Hill." Bounded, Easterly, on land of Phineas Parker and Jonathan Parker, Westerly, on land of sd Damon and land of Jeremiah Swain; westward, on land of Capt. Thomas Eaton and land of Henry Merrow; Southwardly, on land of John Boutell, the Town reserving a Bridle way next to sd Boutel's land, across sd land and likewise a liberty for Jeremiah Swain to pass and repass across sd land to improve his land, hereunto adjoining.

William Bryant  
Ebenezer Parker  
Nat'l Parker

Witnesses

John Boutell  
Ebenz. Nichols

Recorded, February 9, 1756



MARY DAMON

WILL

AUGUST 5 1727

I give to my four Sons,- Samuel Damon, Ebenezer Damon, Benjamin Damon and John Damon, five shillings apiece in silver.

To my Son Ebenezer, a cone etc.

No Real Estate



SAMUEL DAMON

## INTESTATE AGREEMENT

OCTOBER 1, 1726

5811

---

17 - 509

Between, Ebenezer and John, Have agreed on a final settlement of Real Estate and Personal, of their Honored father, Sam'll Damon, and with our Brothers and Sisters, have paid them and taken a Quit Claim of all of them and have agreed with our Mother, Mary Damon, for her dower.

Our Mother, during her life, shall have in Father's house, the west low room, the cellar under it, and the Chamber over it, with the two low rooms in the back leanto at the west end, being on each side of the alley that leads out of said west room, into the back yard, with necessary yard room, and all the household goods, etc.

Son Ebenezer, shall have of sd father's estate that which he had recorded, it being about thirty acres of Upland and Meadow, with the buildings and fences thereon and now half of sd father's meadow at Lobs Pond, and one half of Pine and Cedar swamp lot.

Son John, is to have all the homestead of Housing and land that our said Father died seized of, with the meadow adjoining and the orchard at his Mother's death; also a little piece of meadow at Bear Hill, between Ens. Nat'l Parkers meadow and Sam'l Lamson's meadow, and one half the meadow at Lobs Pond, and it is above the Saw Mill, and one half of Pine and Cedar Swamp lots, of father's wood lot at Hairy meadow.

Mary Damon, mark  
Ebenezer Damon, mark  
John Damon

Witnesses

Phineas Parker  
Henry Merrow





THOMAS DAMON  
ADMINISTRATION

1723

5814

## Commissioners Appraisal

To the Whomsted and House and thirty one Acres.	L 230
To eight Acres, woodland lying by Ens. Thos. Parker.	78
To Ten Acres, in Great Swamp, joining to sd woodland, it being half mowable.	47:10
To two and one half acres in the Great Swamp between Break Hill and Briant Island.	18
To Seven Acres in Hundred Acres, about five and one half, mowable.	40
Five Acre Pine lot on the Island at Hundred Acres.	7:10
Three quarter acre lot in Cedar Swamp	1
	<hr/>
	L 422
Widow's One third.	L 140:13:4
Two thirds.	281: 6:8

Widow--Personal and use of Homestead.  
Four and one quarter Acres of Pasture,  
one acre woodland, and four Acres of  
plowland, two Acres of woodland, and  
three and one half Acres meadow.

## FINAL SETTLEMENT.

1741.

All Real Estate set off to Joseph Damon, son,  
all the pieces and parcels of Land, with the  
Buildings, formerly of widow of Thomas.



RALPH DIX

WILL

1701

6318

Vol 10 - 283

John Dix, Executor.

To my wife, Esther, one half of my whole Estate, that is on the South side of Ipswich River, that is, one half of my homestead, bounded, Southerly, by land of the Widow Dustin, on the North by Nat'l Goodwin, and by the Highway on the West, and Easterly by meadow of Robert Burnap Sr., and one half of my new dwelling house, that is, the great room and the Chamber over it, in the leanto, and half the Barn, and half the Orchard, and three Acres at Lotts End, bounded southerly and Westerly, by Benj. Fitch, Northerly by John Bacheller, and half the two Acres lying at the East end of my Homestead. One half the Eight Acres, in Wigwam meddow, bounded Southerly, by Josiah Brown and Hannah Parker, with the River called Wiggwam River, Westerly, by Capt. Sweyne, North-erly that was Thos. Kendall.

Etc. etc, and half the fourteen Acres of Upland, lying in the Plain called John Eaton's Plain and butting on the Dirty Birch meadow, southerly.

Also to my wife, one half of my two last Divident Lotts, which fell to my me by Lott in the Common. The first lot is bounded by Thos. Kendall's on the North, Charlestown line on the South, Nath'l Goodwin on the East, and Sam'l Fitch on the west; the second Division Lot in the Common, bounded by Jeremiah Pike, Northerly, Benj. Hartshorn, Southerly.

To my son John Dix, the other half of my whole Estate.

Ralph Dix, mark.

\*  
Witnesses.

John Bacheller  
John Eaton  
Thomas Nichols.

No inventory can be found



WILL OF

Samuel Dunton Jr.

a/c of Sarah Richardson, relect widow of Sam'l Dunton Jr.

---

To the Sum in Housing & Lands-----	L 156.
" " " " Personal-----	93:15:0
	<u>L 249:15:0</u>

Paid out in personal	L 93:15	
The real estate remains		
intestate to be disposed		
of according to law	<u>L156:</u>	249:15:0

Thos. Fust of Billerica married Sarah Dunton, a daughter.

---

INVENTORY BY A COMMITTEE

To housing and $\frac{1}{2}$ acre	L 15
3 acres plow land in the Plain	14
5 acres meadow near the House	30
6 acres land in the Hill, south of	
Jno. Dunton's field	12
4 acres in Bear Meadow	8
4 acres in Hundred Acres	13
2 acres in the Dividents	6
12 acres at Jno. Sargents---the 1st Div.	6:12
12 acres at Jas. Nichols Sledge---2d Div.	6:12
4 acres now in possession of Jon. Poole	12:
$1\frac{1}{2}$ acres between Adam Hart's & Wm. Cowdrey's	
medow at Hundred Acres River	4:10
$\frac{3}{4}$ acre at Cedar Swamp	0:10
4 acres at Pine Swamp Last Div.	2:
	<u>130:04</u>

---

The whole estate was assigned to the son Ebenezer  
paying the several children---sums as stated in the  
award 1705-----

\* No date given





Will-1684

Vol. 6- p. 365

"The last & verball will & Disposure of Samuel Dunton of Redding his Estate Sen'r made the last week in the 12th month in the year, 1684, and set for his son, John Dunton, and did voluntarily mend the same about two days before his death."

"His own words as followeth- well son John Because I am so much in your debt I give to you my son John, all my lands & meadow and my house and houses, stuff & cattle, my swine (& my beds & bedding I reserve to myselfe & the rest of my houses & Tobacco Garden and halfe an acre of land, my two cows, my household stuff,- all these things I reserve as long as either I or my wife as longe either of us liveth ten pounds a yeare & Keep us two cows & such of us God shall take away first John shall do the same by the other."

"To my son Nathaniel I give one piece of land on the west side of the field without the fences, but he shall not sell it to any person by his Brother John."

"And as for Samuel, my son that ten acres of meadow which he has of me already & that four acres of meadow which he is to have after my decease is his full double portion & above for my estate will hold out, but I have given it already."

"But my Grandson, Samuel. I give my long gun & my son John shall keep them for him till he is sixteen years of age & my son John shall pay all my debts and funeral charges & after our decease John, my son, shall pay to my daughters, Hannah & Elizabeth; Sarah & Mary to each of them a cow apiece, or the vallue of a cow as they shall agree & to my daughter, Ruth he shall pay two cows or the vallue of them; & John you may pay some or all of them if you see good before our decease & that meadow wch Thomas had for use is yors as well as any of the rest of the lands but you let Nathaniel have the use of it as you can spare it, lovingly,"

"We, whose Names are underwritten can testify that the above written were the words of our father, Samuel Dunton deceased."

"Hannah Dunton

Ruth Dunton

Ann Dunton Reliet of  
the dece'd doth testify  
the same above written.

Ann Dunton- her mark

---

Next follows a deposition by the widow in which it was stated that "John & Ruth" were to look after their mother good.

Inventory Estate of Samuel Dunton-  
who died the 7th of June 1685.

---

House & Homestead & 20 acres of land  
10 acres of meadow in Bear Meadow upon  
the river called Martin's River

L55-00-00

28-00-00



(continued)

4 acres of meadow in ye hither Bear Meadow	£10-00-00
20 acres upland on the north side of Ipswich River	8-00-00
Bed & bedding	5-00-00
2 for sheets, 2 Table Cloaths & 6 napkins	2-90-00
2 iron potts, 1 Kettle, 1 Skillett	1-12-00
2 cows & 6 swine	9-00-00
Tramells, Tongs & Box Irons.	10-00
Pewter	16-00
2 Chests, 1 box	9-00
To Arms & Tools for worke	3-10-00
6 barrels & 2 brine tubs, meshing tub,	
1 spinning wheel & other lumber	1-00-00
& his maring cloaths.	3-10-00
	<hr/>
	128:17:00
Debts due the estate	87:10:10

This inventory was taken 3-Oct. 1685, the appraisers being Jno. Browne & Jeremiah Swayne.

---

6537

1702 Account only of John Dunton, Adm. relates to  
Personal only. Total £ 159:9:1

This was the Inventory of Widow Sarah (Dunton) Richards.

Witnesses.

Robert Dunton  
Samuel ----- wife Ann.  
Samuel -----wife Sarah  
John -----



THOMAS DUNTON

VERBAL WILL

1683

6540

Vol. 6, p 166.

Died November 27, 1683

We, Cornelius Brown and Thomas Parker, heard Thomas Dunton dispose of his Estate.

- First. To my Brother Nat'l Dunton, I give my House and Land.
- Second. To my brother John Dunton, all Tools and my corne, he paying my ----- Felch.

## INVENTORY

Twenty Acres of land	L 30
One House	8
Three Acres Meadow	8

---





ACCOUNT OF DORCAS EATON alias BRIANT

ADM. John Eaton-----1700-----husband-----d. 1691

Inventory of her husband's estate----- £331:3:0

In lands £247:00

In Movables 84:03

Noah Eaton, eldest son is to be paid for Land £149

INVENTORY

John Eaton.

Who died 25 May 1691

The Homestead & 45 acres land & meadow	£ 110
20 acres at Hundred Acres	80
15 acres in the First Div. lots	30
15 acres in the Sec. Div. lots	15
9 acres in Ash Swamp	9
Meadow in Reva & Cedar Swamp	3
Total includes movables, money etc.	
	<hr/> £ 341:00

There was a 2d appraisal-----1700

House, Barn & 74 acres	£ 58
3 acres meadow adjoining	6
21 acres in Hundred Acres	52
8 acres near Jos. Burnap's	12
15 acres near John Boutall Jr.	0:15
1½ Cedar & Reva Swamp	2:
1½ in Cedar Swamp	7:
9 acres in Ash Swamp	3:
	<hr/> 149 :



6728

WILL OF

Ebenezer Eaton Feb. 5, 1738

To Wife Abigail all my movables---

My executor to have authority to sell all my  
housings & landAfter debts I give one half to my wife for her own  
use & disposal & the other half I give to my two  
daughters Abigail & Phebe

Robert Russell, Executor

Ebenezer Eaton

X Mark

Witness

Joseph Russell

Ebenezer Flint Jr.

Ebenezer Dammon

---

INVENTORY

Land &amp; building

£ 420

Note: Who was he son of? Can't find it.



JOHN EATON

INVENTORY.

January 6, 1695-6.

To the <u>Homestead</u> of Housing, Land and Orchard.	L 80
Twelve and one half acres meadow belonging to the Homestead, with a bit of Orchard.	37
First Division Upland.	9
To Division in Pine Swamp.	5
To a lot of Upland, with the <u>buildings</u> and <u>fencing</u> .	90
To Nine Acres meadow and one half Acre of Orchard.	24 : 10
To eighteen Acres.	11
	<hr/>
Total, with Personal	313 : 14

Witnesses

John Bacheler  
John Pearson  
John Nichols





WILL OF

John Eaton Mar. 16, 1695/6

---

To my wife, Elizabeth, the improvements of my Homestead, housing & orchard & 8 acres of meadow lying in Wigwam Meadow &  $4\frac{1}{2}$  acres meadow in Sawmill meadow. Bounded with ye orchard lying by sd meadow, with all moveables.

My first Div. upland in Town Rights 18 acres and my last Divident in Pine Swamp.

If she marry again she is to have but  $\frac{1}{2}$  of ye income.

My son William is to improve the said premises for the benefit of me wife.

I give to my son John, my Divident of land on ye north side of Ipswich River containing 230 acres---all other parcels to my son John who is at liberty to live in the house with his mother.

Estate, after legacies to several persons shall be divided among my children, my son William has liberty to purchase said lands but he has received his portion already by gift.

INVENTORY 17 Dec. 1695

To <u>Housing</u> & land & orchard with $12\frac{1}{2}$ acres meadow belonging	L 80
To a <u>homestead</u> in a litol orchard at said meadow	37
To 1st Div. of upland	9
" Div. of Pine Swamp	05:5
" a lot of upland with the building and fencing	90
9 acres meadow & belonging & $\frac{1}{2}$ acre orchard	24
18 acres of land	11



JOHN EATON

WILL

DECEMBER 17, 1695

To Elizabeth, my wife, the improvements of my Homestead, with the house, orchard, and eight Acres of meadow in the Wigwam, and four and one half Acres meadow in the Saw Mill meadow, as it is butted with the Orchard lying by sd meadow, with all the moveables.

To my Son, John Eaton, my Divident of two hundred thirty Acres of land lying on the North side of Ipswich River, Four Acres in Beare Meadow, Four Acres in Hundred Akers.

That my son John, shall have full liberty to live in the house with his Mother, or after her decease, if he cannot live where he now liveth.

I give to Martha Hartshorne, my second Division of Upland in the Town Rights, containing eighteen Acres, lying on the South of Beare Meadow, and two Acres lying in the Divident Meadow on the Southerly end, the remainder of the Divident to go to his daughters, Abygall Bancroft and Hephsohah Eaton.

My Son, William Eaton, has voided his portion, by deeds of gift.

John Eaton

Witnesses.

John Bacheller  
John Pearson



JOHN EATON JR.

WILL

AUGUST 11, 1724

6744

I Give unto my Father Jno. Eatton

L 20

To my Brother Israel E<sup>a</sup>tton, all my  
Housings and Land, with all my per-  
sonal Estate.

To my brothers and sisters, each

8

Hannah H.-----

Tho. Eatton

Timothy Eatton

Hepzibah Eatton

Paul Eatton

To Silas E<sup>a</sup>ton, Ebenezer Eaton, and  
Barnabus E<sup>a</sup>ton, each,

8

Executor, Israel E<sup>a</sup>tton.

John Eaton

Witnesses

John Hartshorn

John Pratt

Jos. Burnap





6745

ADM. OF

John Eaton 1727

## INVENTORY

Personal

L 87:16:6

Real Est.---400 acres upland

about 180 acres given to four sons )

John had about 60 by a deed &amp; he )

willed it to his brother Israel &amp; ) Division

sd father give Thos. Timothy &amp; Israel )

40 acres each which makes up the 180 acres.)

COMMITTEES INVENTORY OF ESTATE

May 15, 1727

To his homested of House, land & orchard  
being 135 acres

L537:10

To 120 acres at the north end of his lot

319:

To 90 acres called woodland in sd Farm

184:

To 4 acres meadow on south side Ipswich River

24:

To 6 acres meadow on north side Ipswich River

44:

---

L1108.10



JONAS EATON

WILL

1673

DIED 1674

6754

To my wife, Grace, Six Pounds every yeare, and all household goods.

To my Son, John Eatton, all my House and Land at the Pine Playne with all my meadow thereto adjoining, the west end of Playne, and also my meddow at Hundred Acres that I purchased of Edward Taylor, and all the meadow in the South Cone that I purchased of the Town of Redding.

Also one half of my dividant of land that is on the North side of Ipswich River and also the Divident of the Cedar Swamp and one half of my lot in ye great Swamp, with one half of all Town rights and privileges.

To my son, Jonas Eatton, my house and Homelot with Barnes and all that belongs thereto, with my Beare Meadow lot, and my meadow that lyeth behind the Great Swamp, and one half my Divident beyond Ipswich River, and my Cedar Swamp Divident that I bought of Edw. Taylor, and half my Divident that lies in the Great Swamp and also one half of the Town rittes and privilege.

I give to my Son John, one Hundred Apple Trees, which he shall chuse out of my Nursery.



## JONAS EATON

## INVENTORY.

One Dwelling House, Barn and thirty Acres of Land, (This located East of the Great Pond in First Parish meted to Jonas.)

L 220

One dwelling house more, and frame of a Barn, and four score Acres partly improved. (this was on the Eaton Playne, Third Parish, meted to Eldest son John.)

L 240

Twenty Acres Meadow

70

Eighteen Acres Meadow

55

Twelve Acres Meadow

25

One Hundred Sixty Acres, Upland not improved.

25

Four Parcels Swamp

30

L 950:16:04





JONATHAN EATON

DIVISION

JULY 9, 1712

6759

Vol 13 - 124.

Died at Annapolis Royal in his Majesty's Service.  
Division of several lots, but no Buildings.



WILL OF

Joshua Eatton Jan. 12, 1716/17

To my wife Ruth as long as she remains a widow use of  
all my house & land etc. during her life.

To my son Joshua; what I have given to him at Wattertown by  
deed & half my clothing etc.

To my son Thomas I give my dwelling house, barn, out-buildings--  
bark mill with the land that I have here at home with the  
orchard and fencing on the same & all my land in this or  
any other town & half my clothes.

Joshua Eaton

Witness

Thos. Boutell

John Goodwin

Kendal Parker



WILL OF

Joshua Eaton Jan. 12, 1719

Joshua Eaton, a son, petitioned to hold up the will--Dec. 30, 1717.

---

To wife, Ruth, as long as she is a widow my now dwelling house in Reading.

To my son Thomas, I give all my dwelling house, barn & Lands & all else I own in the Town. The moveables to be divided among my 4 children---Joshua, Thomas, Elizabeth & Abigail.

---

To the Honorable Probate Court:

"I understand that my Honored father hath disposed of his Estate By a Will But I can not yet gain a sight of it, nor a Copy although I have Earnestly desired it. They, therefor desire your Honor would suspend the proceeding of ye will until I can have a Copy of it. I Am in Present weak in Body and not abble to go from Home But will as soon as presently I can wait upon your Honor and in the meantime, Remain your very humble servant

Watertown Dec. 30, 1717

Joshua Eaton."

---

Get full will for provision to his widow.





MARTHA EATON (widow of William)

WILL

1681

6776

Vol. 5 Pages 261 - 262

To my son John I give all my farm.

To my son Daniel, all my sheep.

All the remainder of my Estate I give to my two  
Son's-in-Law, Thomas Browne and Francis Moor.

Martha Eaton.    mark

Witnesses

Thomas Parker  
Hanannah Parker

Administration granted to Jno. Clark.



ADM. OF

6790

Noah Eaton 1701

Granted to Joshua Eaton

---

Sale of the real estate before his decease---  
Cash recd of Mr. Breed

L98:08:01  
2:00:00  

---

L100:08:01



PAUL EATON

WILL

JANUARY 22, 1732

6795

Died 1733

Leaves all Real Estate and personal, to his  
Brother, Silas Eaton, "who has been kind to  
Mother."

Paul Eaton.

Grandson of William and Martha.





WILL OF

6807

Thomas Eatton 1735

To wife Mary, all my movables with all my crop of corn, and all money & debts with use of Homested.

To my son James (my only child) all my housing & land that I live on, when he shall become 21.

After my son comes of age, my wife is to have half the use of house.

To Priscilla Gowing, my sister-in-law £3.

Wife, Executrix

Thomas Eaton

X Mark

Witness

Sam'l Burnap

Robert Russel

---

INVENTORY

Homestead of housing & land & lands containing 44  
acres £ 352

2 acres of River meddow before Capt. John Parker's)	
house, bounded southerly by the River; easterly )	30
by Flint's meddow, northerly with the upland; )	
westerly by Rocky Ford )	
2 acres in Poole's medow )	8



ADM. OF

6816

Timothy E<sub>a</sub>ton Mar. 30, 1734

---

INVENTORY

48 acres with a house &amp; barn

L250

1750---a/c of Mary Hutchinson, formerly Mary  
Eaton & widow of Timothy Eaton

Real Estate

L250

Personal

56:11:6

2/3 of the rent for 10 years last

80



WILL OF

6819

William Eaton 1673

To Martha, wife £9 during her life to be paid by sons John & Danell---and all moveables, except £5 given to my daughter Mart T.

To my son John my dwelling house, out buildings & Land excepting that it is reserved to my wife during her life, after which it falleth to him.

To my son Danell my farm at the Wigwams & all my medow at Ready Medow.

To daughter Mary £20.

To my two sons-in-law Thos. Brown & Frank (?) Moore £10.

Wife executrix

William Eaton

M mark

Witness

John Cooper

Mathew Hastings

INVENTORY

House & Homelott	£150
210 acres of my lands with the woods	20
6 acres swamp	4
19 acres meddow	50
100 acres at the Wigwam with the ) house & buildings upon it )	70
21 acres in Ready meddow	42
	<hr/> £427:1:0





MATTHEW EDWARDS

6897

WILL

JULY 30, 1689

To my Mother, Mary Dewitt, the half of the income of my Estate, for her use and to be disposed during her life.

To my sister, Mary Polley, one third of ye income of the other half, during the life of my Mother.

At the decease of my Mother, my Estate of Housing and Lands and medow to be given to me in my father, Matthew Edwards last will dated December 18, 1683, be equally divided among my sisters, Tabitha, Sarah, Abigail and Elizabeth.

Executor---Lt. Hanannah Parker.

Mathew Edwards, mark.

Witnesses.

Jer. Sweyn.

John Eaton.

John Brown Jr.

## INVENTORY

MAY 3, 1690

Housing, Upland and Meadow	£ 550
Cedar Lot bought of Thos. Hitchin	<u>4</u>
Total with personal	£ 558 : 13



EBENEZER FELCH

7438

WILL

AUGUST 21, 1739

Margaret Felch, Exec.

To my wife, Margaret, ye use and improvement of my whole estate, untill my son Joseph shall arrive to Lawfull age.

I also authorize her to dispose of my meddow Land and Swamp lying in Hundred Acres meddow, so called, in Redding, on Ipswich River.

Daughter Lydia Felch,	50 Pounds.
-----------------------	------------

" Phoebe Felch,	50 "
-----------------	------

" Mary Felch,	50 "
---------------	------

Ebenezer Feltch.

Witnesses

Benja. Wesson

Kendal Parker

Joseph Underwood, Junr.



SERGT. HENRY FELTCH

7439

Died November 11, 1699

---

INVENTORY

---

To Homstead of Housing & 30 acres land	L 100
" Land that Joseph Feltch lives in---26 acres	18
" 7 acres in Ash Swamp	9
" 2d Div. land---26 acres	8:12
" Reva Meadow--- 3 acres	6
" " Swamp--- 6 acres	6
" 12 acres of upland at Rock Pond	12
" 40 acres north side Ipswich River	10
" Cedar Swamp	:10
Total with Personal	<hr/> L283:11:0

---

Division Feb. 15, 1700

		moveables
Widow	56:13 in land	39:6:8
Eldest son 2/8 28: 6:8		<hr/> 19:13:4
Joseph 1/8 14: 3:4		9:16:8
Wm. Green 1/8 14: 3:4		9:16:8
Ye other 4		39: 6:8
children 4/8 <u>56:13:4</u>	113. 6:8	<hr/> 78:13:4

---

Commissioner's Report

Inventory in Housings & Lands	L170:00:00
Son John (double) L45:3:4	
To each of the children	
22:11:8	

Set off to widow, Hannah, her 1/3 viz: the west end of dwelling from top to bottom, 1/3 of east end of barn, 1/3 of the orchard round about the House, & 1/3 of meadows belonging to the Homstead to lie next ye Orchard to ye eastward of ye House-- meadow & orchard is 2 acres.





(continued)

SERGT. HENRY FELTCH

More to the widow, 5 acres next to the House, & 4 acres on ye norwest side of the Homested, etc.

To Daniel, 5 acres of the Homestead next his own land that he purchased of Henry Brooks, which line is 96 poles long & 9 poles wide at ye west end & 8 poles at the east end.

To Daniel---26 acres of the Second Division.

Also, that 40 acres Lott north of Ipswich River to be divided into 3 equal parts---widow  $\frac{1}{3}$  in ye middle etc. etc.

To Joseph, 26 acres in the 1st Division land where his house stands.

4 acres of the 12 acres at Rock Pond, to be set off next his own house.

13 acres at Reva,  $\frac{1}{4}$  of Cedar Swamp---widow her life interest John Feltch, eldest son shall have liberty of Redeeming all the Lands of his mother as they are appraised, except that of Joseph & Daniel.

The remainder of the estate to John.



JOSEPH FELTCH

7443

## WILL

MAY 27, 1727

To my wife, west room in my now dwelling house during her life, with a convenient seller under the house, that my executor shall set up and erect for her use and benefit, and all the benefits of the ovens and wall as she shall need, and also one cow, to be kept winter and summer for her use and benefit, and also Ten bushels of Indian Corn ground as she shall need it, and two and one half of rye meal and one bushel of good malt and one barrel of cider, all of which is to be brought to the house yearly, and sixty pounds of Good Pork, and thirty pounds of good beef, brought into the house yearly; and also sufficient fire-wood cut and brought to the house for the fire during the term of her peasant life; also one third part of all indoor moveables, to be at her disposal.

I give to my son Ebenezer Feltch, all my lands and buildings.

Jos. Feltch.

## INVENTORY

Shows no Real Estate



WILL OF

Joseph Felch May 7, 1729

To wife, Mary west room in my now dwelling house, & right of dowry.

To son, Ebenezer Fitch, sole executor, all my lands, buildings, etc.

INVENTORY

Only personal value

L94:2:1





## BENJAMIN FITCH

## WILL

FEBRUARY 11 1712/13

To my wife Mary, all the goods etc, that I received when I married her, and Ten Pounds in money she gave me to keep for her; the west end of my dwellinghouse, namely the lower room, cellar etc, one half of my garden; also Five Pounds annually, should she marry again, or remove out of Reading to dwell, etc, etc.

To my daughter, Mary Briant, to whom I have given her on her marriage "to be worth Two Hundred Fifty Pounds at the least, "I further give one half of my household goods, etc.

To my Son-in-law, Thomas Briant and my daughter Mary, his wife, I give a parcel of Swamp in Reading, on the East side of Island Bridge, bounded, southerly by Captain Thomas Nichols and northerly, by Nicholas Brown, Westerly, by the Highway.

To my daughter, Bridget Poole, I give the other half of my household goods.

To my Son-in-law, Jonathan Poole and to his wife, Bridget, I give my homestead in Reading, consisting of one dwelling house, malt house, mill house, Barn and other out-buildings, with about forty acres of land adjoining, bounded, westerly by and with the Town Common northerly, partly by the Highway, and partly by the land of John Batchelder and partly by land formerly belonging to Mr. Coleson, southerly, by and with the land which formerly belonged to Jos. Fitch, deceased, with all the cattle and implements used in Husbandry, and for making and grinding malt and Syder.

To them also I give my Pine Lot of the last Division in Reading, together with sixteen Acres, which I purchased of Capt. William Green in Malden; with my Cedar lot.

My Homestead before mentioned is bounded on the Easterly with the land of Burnap.

And to Jonathan and Mary Poole, I give all my Upland and meadow at Bear Hill Meadow containing twenty five acres, and all else not in my will.



(continued)

2.

BENJAMIN FITCH

WILL

FEBRUARY 11, 1712/13.

I give to my Son-in-law, John Brown, besides what I gave him with my daughter Elizabeth, deceased, Twenty Shillings, as a token of my love.

To Edmund Pierpont, the son of my late reveared Pastor, Mr. Jonathan Pierpont, deceased, I give Five Pounds, or in the event of his death, Edmunds brother Joseph.

Benjamin Fitch

Witnesses

Francis Smith  
Thomas Boutell  
Benjamin Burnap



7701

WILL OF

Joseph Fitch Aug. 20, 1691

I give to my son Joseph Fitch all my housing in Reading both upland & meadow with all the buildings upon said land & orchard; with all moveables; my son Jos. Paying to my other children-- £20 to Benjamin; my daughter Hannah £15.

Joseph Fitch

His X mark

Witness

John Batchelder

Thos. Nichols



Probate 8 - 542

JOSEPH FITCH

WILL

AUGUST 26, 1693

I give to my son Joseph Fitch, all my lands in Redding, both upland and meadow, with all the buildings upon sd land and orchard, etc, he paying my other children Cash legacies, etc.

Jos. Fitch, sole executor.

Joseph Fitch,        ~~mak~~





7702

INVENTORY OF

Joseph Fitch Jr. who died Ja. 8, 1694/5

The homestead with the buildings upon it with the meadow lying at the East End.	£ 130
To a Cedar lot with the 2nd Div. of Common Rights & the Div. of Pine Swamp	12
8 acres in Hundred Acres	24
8 acres in Ready Meadow	24
17 acres upland lying in the 1st Div. of Common Rights	17
9 acres of upland bought of Thomas Taylor lying in the 2nd Div. of Common Rights	4
14 acres meadow & swamp back side of Reava	25
7 acres in Ash Swamp	8
A lot of Pine Swamp bought of Timothy Wiley	2
Total with Personal	<hr/> 344:10
Rent of Estate 5 years	<hr/> 25
	<hr/> 369
Debts & Legacies	<hr/> 120
	<hr/> £ 249

## Appraisers

John Brown  
 John Bachellor  
 Benj. Fitch

Agreement for division of the estate Feb. 9 1715/16--under which a son Zachariah Fitch, came into possession of his father's homestead-- Midd. Probate--7702---



7717

WILL OF

Samuel Fitch 1684

To my wife Rebecka all the improvements of my whole estate until my son Samuel comes of age of 21 years.

To Samuel on reaching 21 years is to have all my lands, housings, and meadow.

Should he die a minor the estate was to go to my cousin John Weson, with the land in the Hill field & the land in the Plain that I bought of Goodman Edwards & my swamp dividint below my house, he paying my children in money.

My son Thos. is to have my 18 acre lot lying by Thos. Burnap.

INVENTORY

6-5-1684

Dwelling house, barn & land.	£ 50
7 acres of land upon the <u>Hill</u> .	14
7 acres of land in the <u>Plaine</u> .	14
5 acres swamp	10
18 acres adjoining Thos. Bancrofts	30
8 acres in Hundred Acres	32
4 acres at Rocky Sledge	<u>8</u>
Total with Personal	£235
Debts due estate about	<u>10</u>
	£245

Appraisers

Benj. Fitch  
Abraham Briant  
Nat'l Goodwin



## ZACHERY FITCH

## WILL

This the 18th of the first mo. 1662.

I Zachery fitch being weake in body but whole in mind, and perfect in memory, comitting my Soul to God, & my body to the earth, as my Last Will & Testament, do thus dispose of all my worldly estate as followeth, first I do give unto my deare & loveing wife Mary fitch dureing her n all life, the best one halfe of all my houseing within & without, & all my orchard & my Home lott undisposed of, with all my household-goodes & two exen and three Cowes with all my implemts for husbandry to her disposing dureing her life aforesaid, with eight acces of meadow, in the Hundred acce meadow, & nine acces more of meadow in the meadow called Bare meadow on the Hither Side of my meadow there. It. I give to my sonne Joseph fitch after my wives decease, eighteen poles wide of my lott next to John Wessen, with one halfe of my thirty acce lott, With eight acces of meadow in Reedy meadow, & five acces of meadow in the hundred Acces, with th one halfe of my meadow in the Towne meadow, It. I do give unto Samuel fitch my soone, my lott at Bare Hill, with three Acces more next to Goodm Palferies meadow, It. I do give unto Benjamin fitch my Sonne, th one halfe of my thirty acce lott, with eight acces of meadow in Bare meadow, with halfe my meadow in ye Towne meadow.

It. I do give unto John fitch my Sonne Thirty pounds to be payd him, Ten pounds within one yeare after my decease, & the rest of it within two yeares after my wives decease.

It. I do give unto Jeremiah fitch my sonne Twenty pounds to be payd within one yeare after my decease ten pounds of it and ten pounds within one yeare after my wives decease.

It. I do give to Thomas fitch my sonne Twenty pounds to be so pd Also I do make Benjamin fitch my sonne, my whole & sole Executoe of this my last will & testamt. to pay all these legacies, and then to take unto Himselfe after my wives decease, all the rest of my estate, both houses lands & goodes. Also I do hereby bynd Him, whosoever marrieth with my wife to put in good security before he enter on her Estate to leave at Her decease all Her estate as good as good as he findes it, And I desire & impower my two sonnes Jeremiah & Thomas fitch to see this my will fullfilled, & do give unto them for their paynes Twenty shillings apeece, All further lands & meadowes due unto mee, I do give equally unto my three sonnes, Joseph, Benjamin, & Samuel fitch, for witness to this Will, Nicholas Browne of Redding & John his Sonne.





## ZACHERY FITCH

## WILL

Upon better & farther consideracion I zachery fitch do give unto my wife Mary fitch two Heiffer Calves, th one a yearling calfe & th other a this years Calfe & further I do give unto my wife Mary, & to my sonne Samuel fitts a yearling Colt between them, furthermore whereas I have said on th other side of this paper that I have given unto my wife Eight acces of meadow in the Hundred Acces, & to my sonne Joseph & Samuel fitch five acces a peece, after my wives decease, but now my mind & will is that after my wives decease my Sonn Benjamin shall have two Acces of it, & my sonn Joseph and my sonn Samuel shall have eight acces appece furthermore my mind & will is that my sonn Joseph & my sonn benjamin shall (with ye help of his owne Hands) build my Sonn Samuel a house upon his lott by Beare Hill Twenty foure foot long, & eighteen foote wide, & twelve foot High in the stud, & cover it, & clapboard or board it, & fence in the lott, at Beare Hill with a good sufficient fence of five Rayles, & breake it all up at least so much of it as is capeable of breaking up; by yt time that my sonne Samuel comes to the age of Twenty Two years, further more my mind & will is that my sonne John Wesson shall have twelve pence payd Him within a yeare after my decease. furthermore I do give unto my daughter Sarah Wessen five pound. In case Her husband John Wessen dy & so leave her a widow: furthermore my will is that if either of my sonnes dyes without Heyres of their bodyes lawfully begotten, that then their porcion shall equally be divided amongst the rest of my sonnes that shall be liveing. Dated this 3th day of May 1662.

Witnes            Robert Burnap  
                  Thomas Parker

At a Coun      Court held at Charlestowne June 17, 1662.

Robert Burnap & Thomas Parker appearing in Court attested on oath that this above written was declared by Zachery fitch above named deceased, to be his last Will & testamt. & that He was of sound Judgemt & memory when He so declared himselfe.

as attests Thomas Danforth    R.

Entred & R<sub>e</sub>corded. 17. (4) 1662

By Thomas Danforth Recordr.



WILL OF

1662

ZACHERY FITCH May 3, 1662

Farm left to wife, Mary, half my housings, and halfe my moveable lot at Bear Hill.

To Samuel, son, lot in the First Divident & meadows.

To Benjamin, son, one half of my House lot with 8 akers of meadow with half of my moveables.

To John, son, £10.

To Thomas, son, £20.

My will that my sonne Joseph and my sonne Benj. (both with the help of my sonne Samuel of his owne Lands) build my sonne Samuel a house upon his Lott by Beare hill, 24 feet long and 18 feet wide and Eleven foot high & covered & clabbord or board it & fence in the Lott at Bear Hill--when he comes to 21 years.

Inventory June 9, 1662

The House and home lott, orchard & barnes)	£ 145
& crops & the ground                     )	
To 5 acres meddow at the Lotts end	5
" 18 acres meddow down in the Sledges	8
" 17 acres at Beare Meddow	20
" 18 acres Meddow at the Hundred Akers	30
" 8 acres Meddow at Ready meddow	8
1/3 acre meddow	0:10
30 acre lot	30
9 acres upland at Beare Hill (To Samuel for his home)	9
Land & medow in the lower Mills grant	10
Total value with moveables	<u>£ 427:7:8</u>

Appraisers

Wm. Cowdrey  
George Davis



JOHN GOODWIN

Midd. Probate  
9424

WILL

NOVEMBER 10, 1772

To my Wife, Rebeckah, life interest in the  
Homestead.

To my Son John, all my Housings and Lands.

John Goodwin.

INVENTORY

AUGUST 18, 1773

Fifty Acres of land lying in one Tract,  
including the House and Barn.

L 266:13:4



Middx. Probate  
9425

WILL OF

John Goodwin of Reading, Gentleman  
Feb. 7, 1783

To my wife, Sarah the Homestead that was my Honored father's Parker's, during her life.

To my son, John Goodwin, all the real estate that my Hon'd father Kendall Parker Esq. gave to me and my first wife and  $\frac{1}{2}$  of the real estate that was my father John Goodwin's. etc. etc.

To the first Church of Christ in Reading L13;6:8--the principal to lay forever & the interest distributed to the use of said church."

John Goodwin

Witness

Benj. Brown  
Timothy Briant  
John Vinton Jr.

INVENTORY

To Dwelling House	± 90
" the Barn	9
" 16 acres in the Homestead	48
" 2 acres tillage lying by Daniel Gould's House	12
" 18 acres meadow north of William Lambert	9:12
" 20 acres by Barehill	40
" $9\frac{1}{2}$ acres pasture near Daniel Gould's house	47
20 acres & 121 poles woodland on the County of Essex line	124:10:9
To 5 acres woodland on the road west of Jas. Wiley's house	20
4 acres in Cedar Swamp	12
	<hr/> 412: 2:9

To $5\frac{1}{2}$ acres & 9 poles pasture in fowles lot so called	19:15:2
To lot near Barehill Brook purchased of Thos. Damon 1 acre & 112 poles	9: 7:0
To 5 acres pasture south of Wm. Lambert's hill pasture	25
6 acres & 105 poles near Taylor's pasture	24:19:2
To a pew in the Meeting House No. 5	12
	<hr/> 91





(continued)

INVENTORY OF

John Goodwin

The dwelling house and barn	L103: 6:8
To 45 acres 115 poles in the Homestead	150:14:7
" Fowles lot in Stoneham--19 acres 105 poles	68:15:11
" 10 acres---142 poles in Taylor's pasture	40:16:1
" 9 3/4 acres of Swamp & upland in Stoneham--east of the M. House	43:17:6
" 1 acre & 99 poles in Ash Swamp	7:13:9
" 4 acres in Cedar Swamp "the north lot in the middle range."	16:
	<hr/> 934: 8:7
Personal with L662 in bonds & notes	889:18:10
	<hr/> 1824: 7: 5

Then follows distribution of estate in detail



WILL OF

KENDALL GOODWIN OF READING  
Dec. 9, 1730

Midd. Probate  
9428

To my wife, Mary, the homestead, during her life & 30 shillings a year if she remarried.

To my brother John Goodwin all my Housen & lands.

The will gives his brothers money--to Nat'l £70, to Timothy, £15, to Abiel £15, to sister Mary Asgood £5, to sister Elizabeth £5, to sister Susanna Brown £15.

"To the Church of Christ, the First Church in Reading the sum of £15 of money or Bills of Publick Creditt which shall be paid unto the sd church by my Brother John Goodwin within six years after my death & said £15 shall be Laid out for vessels for the Church use."

"To the Poor in Reading I do give £10 to be paid unto the officers of the sd Church to be given out according to their wisdom & discretion."

Kendall Goodwin



Nathaniel Goodwin

Midd. Probate 9432

Adm. by Susannah Goodwin

Jan. 1, 1693-'94

INVENTORY

August 22, 1693

To the Homestead of 13 acres with ye house ) & Barn & 15 acres meadow near Bare Hill )	L 140
To 8 acres of upland in ye Plain & hill by it)	19:10
To 10 of Land bought of Timothy Wiley	26
" 26 acres bought of John Dix & 18 acres of his own ad- joining to it-----	44
" 21 acres at or near Stimson's	30
" this 2d Division of 20 acres	10
" 4 acres meadow at Hundred Acres	13
" 6 acres medow bought of Thos. Tailer Sr.	12
" 14 $\frac{1}{2}$ acres medow in Berry Medow	36
" 4 acres swamp lot	3
" his Pine & 1 $\frac{1}{4}$ of swamp & his Cedar Lot	7
Total with Personal (L 145:09	<hr/>
	L 498:19

Then followed a rare and perfect in detail account of the  
division of the estate--John Goodwin Eldest son L219:10  
Kendall & Timothy 94:07  
Nat'l Goodwin 55:15  
& the balance among the  
daughters.





(Continued)

Nathaniel Goodwin

Under the division John, the eldest son, "hath taken into his Lands the housing & lands called the Homestead, with 15 acres meadow near the Bare Hill, & 8 acres in the Plain & hill & 10 acres bought of Wiley & the Pine & Cedar Lotts--appraised at £194:10.

Nat'l Goodwin took 24 acres near Stimpson's & 6 acres meadow at Bear Meadow, which was his grandfather Kendall's.

There was set out for Kendall Goodwin & Timothy Goodwin-- 47 acres of upland near the highway that goes to Woburn & 4 acres meadow in Hundred acres & 6 acres bought of Thos. Tailor &  $8\frac{1}{2}$  acres in Bare meadow. There was set off to Abiel Goodwin 20 acres upland which is ye 2d Div. Lot &  $1\frac{1}{4}$  acres of swamp .



NATHANILL GOODWIN

9436

WILL

AUGUST 17, 1726

Son Nathan'll Sole Executor.

I hereby give to my wife Mary; the use of my dwelling house and the Chambor over it, and the Closit in the seller.

I give to my Son Nathanill, all my housings, lands, and orchards and fences, lying in Reading.

To my son John, my weavers Loom, with all that pertains to weaving, and Ninety Pounds to be paid him by my son Nathanill. Forty five pounds, when he comes of age, (22 years). If my wife shall marry again, my son John shall have fifteen pounds, paid to him within one year of her marriage.

My beloved brother Jno. Goodwin, shall have command, and be guardian of my son John, and in return he shall have one fifth part of my stock.

To my Son Thomas, eighty five Pounds, forty pounds to be paid by my son Nath'll.

To my Daughter, Mary, Fifty seven Pounds.

To my Daughter, Sarah, Fifty seven Pounds, ten shillings, and one fifth part of stock.

Nathanill Goodwin

Witnesses

Joseph Hodgman  
Joseph Burnap  
Grace X Hodgman



NATHANILL GOODWIN

INVENTORY

READING

AUGUST 26, 1727

Eighteen Acres in the Homsted.

Ten Acres, and sixty Poles at a place called Bare Hill.

Six Acres near the Homsted, joining to the Hyway, that goes from Town to the Wood End.

Exhibited upon Oath of,

Nath'l Goodwin, Sole Executor.

September 11, 1727.



WILL OF

Essex Probate

12583

ISAAC HART Feb. 6, 1699

Book 307 Page 65-66

To my son, Thomas Hart---3 acres meadow lying upon Ipswich River now in possession of Francis Nurse--and the care and maintenance of my wife, Elizabeth during her natural life.

To my son John 4 acres in Reading near Jonathan Poole's Corn Mill.

To my son, Samuel---3 acres meadow in Great Meadow.

To my son, Adam, the meadow lying in Strawberry Medow & all my moveables to be divided between my 4 sons.

To my two daughters, Elizabeth Wenborn (Winborne) & Deborah Proctor--12 pence apiece because I have given them their full share portions.

I make John my Executor.

Isaac Hart

x

Witness

Jeremiah Swayne  
Jos. Pope  
Shuball Sterns

INVENTORY

14 acres meadow	L42
Total with personal	109

DIVISION OF ESTATE

All Personal





WILL OF

10528

Benjamin Hartshorn May 2, 1694

To my wife Elizabeth the use of my house barn & land until my son comes of age.

I give to my Son Beniman (Benjamin) my house & barn with the Homestead & my meadow & swamp lying in Ash Swamp & all my Wigwam meadow & swamp at John's Neck.

To my son Jgnathan my 40 acres of land by the Hundred Acres, lying between John Polys (polley) land & Abraham Briant.

All my Reava Plain meadow.

That my 22 acres lying between Jeremiah Pikes & John Merrows be left to my wife & sold to raise money to bring up my children.

Beniman Hartshorn

## Witness

John Dickerson  
John Nicholls  
John Goodwin

INVENTORY

To a house, barn & homested	L 50
6 acres swamp	21
40 acres upland	40
Various parcels Meadow	48
	<u>L309</u>

## Appraisers

John Brown  
John Nicholls



INVENTORY OF

Benj. Hartshorne May 2, 1694

To House, Barn & Homestead	L 80
6 acres swamp & 3 of meadow	21
4 acres swamp	6
4 acres meadow	16
40 acres upland	40
50 meadow	20
20 acres upland	40
Cedar swamp lot	2
Swamp Pine lot	2
Total with Personal	<u>L312</u>



THOMAS HARTSHORN SENR.

WILL

OCTOBER 26, 1681

DECEASED MAY 18, 1683

6-52-55

To my Son Benjamin, all my Housings, lands and meadow, also all my stock and moveables.

INVENTORY

Thirty Two Acres of Land  
Total with Personal

L 74  
122:07





## A SAMPLE OF THE OLD WILLS---

Thomas Hartshorne

October 26, 1681

I give to my deare and loving wife, Sarah Hartshorne, five pounds, with one thousand and a half shingles a year, yearly, during her widowhood to be payd in manner following---

10 shillings in money and 20 shillings in merchantable pork at three pence ye pound, thirty shillings in good merchantable Indian Corne at three shillings, ye bushel; to be at my now dwelling house, and also I do give to my loving wife the use of one milch cow for her benefit during the time above, which cow shall be provided for by executor's charge.

& this I value one pound: & so to find my wife with sufficient fire wood fitt for her or a woman: to bring in from time to time so that she shall not want at any time of her widowhood or during her abode in my now dwelling house---

All this I value at one pound which makes up the five pounds to be paid to my wife during her widowhood.

My will is that my loving wife shall have the liberty of my now dwelling house for to live in during her widowhood, that my wife shall have the liberty of my household goods that she did bring with her & at my decease, remaining, it shall be hers & at her sole disposal.

In case my wife see cause to marry after my death then shall my executor pay unto her, my wife & Relict 30 shillings a year, yearly during her natural life & never after her then marriage.

If my wife see cause to remove from my now dwelling house and live elsewhere the time of her widowhood my will is that she shall have four pounds a year payd to her and the shingles above said during her widowhood, and the wood to cease and not to be for her provided.

I bind my house and all my lands & meddows to my wife for the true and well performance of the above yearly payments to be my overseers or overseer. He or they shall have liberty to sell or otherwise to dispose of ye premises & for & to pay the above yearly sum to my wife.

Thomas then gives his whole estate to his son, Benjamin & names "my loving friends Ensign Thos. Bancroft and Maj. Jeremiah Sweyne to be the overseers of this my will."

Thomas Hartshorn by mark



WILL OF

Samuel Haugh March 29, 1662

To my daughters Elizabeth, Sarah & Mary I give all my houses and lands within the Town of Reading to my son Samuel I give my farm at Cambridge also my Librarie and Manuscript---etc. etc. stock---educated at College and added:

"If my sonne Sam'l prove a scholler I give my Lybrary unto him; if he prove noo scholler then my will is that my library be divided between my deare wife and my beloved Bro. Mr. Zachery Symmonds Jr. & my beloved Nephew William Whittingham.

Samuel Haugh

Witness

Hezekiah Usher  
Hulldah Davis

INVENTORY

April 15, 1662

At Reading---Dwelling House, Barn, 6 acres of house lot)	£200
& 6 acres meadow & one acre meadow	
4 acres purchased of Capt. Marshall & 3 acres meadow	
near Goo. Pooles	22
A house & Land bought of Jno. Pearson	58
" " " " " " " "	26
	<u>£-306</u>

His entire estate at Reading, Braintree, Cambridge and  
Boston---totalled £ 1797:11:10



10365

RICHARD HEARNDEN

Vol 8 P. 733

ADMINISTRATION

JULY 1, 1695

Richard Hearnden, Redding,  
Deceased, Intestate.

July 1st, 1695

Administration granted to John Hearnden (Son).

## INVENTORY OF ESTATE

RICHARD HEARNDEN

DIED INTESTATE

OCTOBER 10, 1693

Housing	12 00 00
12 Acres Arable Land	36 00 00
12 " Meadow	32 00 00
100 " Land Adjoining	30 00 00
	<hr/>
	110 00 00
Personal	32 11 00
	<hr/>
	£ 142 11 00

## Witnesses

John Gowing  
Jere Swayne  
Thomas Bancroft



11820

WILL OF

William Hooper Aug. 5, 1678

To my wife I give half my upland & meddow during her life;  
The other half to my son William; he to improve it all & half  
to go to his mother---then he is to have all.

Also that my two youngest sons shall be with their mother &  
my son William till they be fifteen years of age to be help-  
ful to them; that they be sett to some trade.

If my wife marries all my lands and cattle to go to son,  
William only the household goods to my wife.

INVENTORY

House & land	L 80
18 acres meddow	48
Swamp Lot	3
Total with personal	<u>L204:15:02</u>





11821

ADM. OF

William Hooper 1692

Administration to Hannah, widow & John Ballard of Andover her  
brother-in-law, yeoman.

INVENTORY

Sept. 6, 1692

To Whomsted containing 20 acres	L20
To 1st Div. of upland 12 acres	10
To 2d Div. of upland 11 acres	05:10
9 acres meadow	18:
3 acres meadow	6:
1 acres in Cedar Swamp	<u>1:</u>
 Total including Personal	 92:14:10
	9: 6: 5



Middx. Probate  
Feb. 18. 1698  
12336

WILL OF

FRANCIS HUTCHINSON OF READING

Francis Hutchinson of Reading, Eldest son of the Deceased. John Leverett Esq. Commissioned by his Excellency, Joseph Dudley Esq. Capt., Genl & Govr.-in-chief in and over her Majesties Province of ye Mass. Bay in N.E.--to execute the Will.

WILL

1. To my wife, Martha, 1/3 of all my personal estate & of my housing, orchard, plow land, etc. during her life.
2. To my eldest sons, Francis & Thomas all my homested, housings, & orchard being 74 acres, equally to be divided. My eldest son, Francis shall have first choice.
3. To my son, John, my timber lot, 25 acres adjoining to Stephen Fisher's---also 5 acres swamp.

Executor--eldest son--but not of age---I appoint my loving Cousin Hannaniah Hutchinson of Linn until Francis shall be 21.

Francis Hutchinson

Witness

Shubael Starnes  
Benj. Hutchinson  
Jas. Converse

INVENTORY

To Housing & Homestead of land about 60 acres	L 75
" 14 acres meadow in Lyn Bounds	28
" 25 acres at Sadler's Neck	15
" 5 acres swamp	2



13111

DIVISION OF ESTATE

THOMAS KENDALL Sept. 30, 1681

On consent of our Hon'd mother, Rebekkah Kendall we, ye sons-in-law of Thomas, deceased, had made an equal division of his estate:

To Bro. Jno. 4 acres of medow at the Wigwams.

To Bro. Jno. Parker--6 acres of meadow by his own house:

To Bro. Nathaniel Goodwin,  $3\frac{1}{2}$  acres lying in the Playne with  $3\frac{1}{3}$  acres in Bare Meadow.

To Bro. Abraham Briant--2 acres of medow at Hundred Acres &  $3\frac{1}{3}$  acres in ye Playne, &  $3\frac{1}{3}$  upon ye hill above with 2 acres of meddow at Borough medow.

To Bro. Jono. Nichols 3 acres  $\frac{1}{3}$  of ye hill, 2 at Hundred Acres and 3 acres at Beare meddow.

To Bro. Jno. Pearson 100 acres lying upon Ipswich River--with  $\frac{2}{3}$  of 2 acres in Cedar Swamp.

To Bro. Samuel Dunken (Dunton), 2 acres & a half of meddow which lyeth near ye Mill &  $3\frac{1}{3}$  acres in the Playne.

To Bro. Jas. Boutell about 12 acres & ye House, Barn & Orchard with the Town Rights, with 2 acres in Bever meddow &  $2\frac{1}{2}$  in ye meddow by ye mill with 2 acres in Wigwam. Be to pay us money, as his share is more than ours. Etc. Etc.

Jno. Eaton  
Abraham Briant  
John Parker  
Nat'l Goodwin

Jas. Boutell  
Sam'l Dunken  
John Parker  
Jno. Nichols





## THOMAS KENDALL

## INVENTORY

6 Acres meadow at John Parkers	L 28
8 " " in Hundred Acres	36
14 " in Bear Meddow	56
The Homestead, with House and Barn	100
6 Acres at ye Wigwam	27
5 " near ye Hill	32:10
100" Upland by Ipswich River	20
2 " in Syder Swamp	6
7 " in Ash Swamp	7
4 " near the Mill-Swamp	4
10 " of land ye Common field	40
10 " of Rough land, joining to the Homestead	<u>20</u>
Total with Personal.	L515:11



Midd. Probate  
13502

THOMAS LAMBERT  
Admr. 1754

INVENTORY Jan. 15, 1754

Left no real estate but his Personal estate was appraised for  
£788:19

Of which £400 was accounted as follows:

"To a Negro wench, £100; to a Negro Boy £300

His widow, Elizabeth, was appointed administratrix and reported  
her husband's estate insolvent. She, however, appealed to the  
Court for possession of a horse valued at £4.

The funeral expenses are interesting:

To a Coffin	£ 0:10:8
" Digging the Grave	3:0
" Mourning for Mrs. Lambert	6:14:3
" " " nine children	
and Burial Expense	10:14:3 $\frac{1}{2}$
	<u>£18: 2:2<math>\frac{1}{2}</math></u>

The debts amounted to

£ 235: 0:3

And Thos. Nichols of Reading was the largest  
creditor for £198:12:2 while Parson Hobby's claim  
was £1:10.



MARY LAMPSON  
WIDOW OF SAMUELL LAMPSON  
DECEASED INTESTATE

Letters of Administration granted to Mary Lampson,  
Redding, widow of Sam'll Lampson, deceased Intestate  
October 7, 1692.

INVENTORY ESTATE

MARCH 21, 1692/3

Forty Acres Upland and Swamp	£ 45:00:00
Personal	104:13;00
	<hr/> £149:13:00

Witnesses

John Browne  
John Pierson  
Nathaniel Goodwin

COMMISSION FOR LAMSON LANDS

Whereas, ye land of Samuel Lamson, late of Redding, in  
sd County, Deceased Intestate, are to me by Mary Lamson  
Administratrix, of ye Estate, represented as not capable  
of being divided among all the children, without great  
prejudice, and spoiling of the whole, I do nominate and  
appoint you,--Capt. John Herbert, Deacon Benjamin Fitch,  
and John Nickolls, all free holders in ye Town of Redding  
to make a true appraisal of all lands, that the same may  
be settled upon the Eldest Son, according of ye said Re-  
cited Act, which **you** are sworn to observe, in ye proceed-  
ings, and make return of your doings herein under your  
hands.

Dated August 7, 1699.

Pursuant to above Commission, we have made appraisall,

Forty Seven Acres by Divident,	£ 37:10
This is the full worth and Value.	

Benjamin Fitch  
John Nickolls  
John Herbert

Land set forth to Eldest Son, Samuell Lampson.



SAMUEL LAMSON

13550

WILL

FEBRUARY 12, 1739

Land in Sutton to wife.

To my wife, parcel of land in Redding, near the old meeting house, which was formerly the Colson's land, which I purchased of Capt. Thomas Bryant, also my Negro Man.

To my grandson, John Melendy, and to my daughters, Ruth Batt and Elizabeth Melendy, a swamp lot lying Eastward from Jona. Herbert's, laid out to my father Lamson to be of equal shares, and to them all my land not given away.

I have already given my Son Samuel, his full portion.

In case my Negro man should Die before my wife hath disposed of him, my Wife shall draw One hundred pounds out of the land given to my children and grandchildren.

Samuel Lamson.

Witnesses.  
Kendall Parker  
Sam'll Bancroft  
John Temple





WILL OF

William Martin of Groton--Mar. 6--1672-73

Died Mar. 23, 1672-73

To Mr. Whighting; pastor of Lin and Mr. Brock (of Redding) each of them Twenty Shillings; to William Lakin, my wife's eldest son £10; all these (and other not enumerated) payments to be made out of the estate due to me from Rafe (?) Dicks (Dix) of Reding; also to my son William Lakin I doe release £12 for which he stands indebted to me.

There is mention of rent due from Sergt. Parker; £10 toward the purchase of a bell for the meeting-house of the Town--And all the rest of my estate whether lands, Housings, moveables, or Debts due I bestow on my son John Lakin, of Groton.

William X Martin

Witness

Robert Blood  
James Sherman

INVENTORY

Mar. 27, 1672/73

One house with ye lands appurtening thereto  
Debts due him  
& Movables

£150  
57:9



15147

HENRY MERROW SENR.

DIVISION OF ESTATE

1685

Division---February 17, 1693 -4.

A difference of opinion arising, there was a settlement agreement, and children being very young, and some of the Estate had been spent in their bringing up, and some other ways the Estate has been wasted.

Signers of Petition to Probate Court:

Daniell, John, Henry Jr.,  
Sarah, Hannah, Sam'll, Joseph, Deborah, Polley, who married,  
Mary and Jane, the youngest daughter.

#### REPORT

That one half of the House Barn and land be set off to the Widow, during her life.

The other half to Daniel, the eldest son.

etc.



2-155

EZEKILL MORRILL

May 31, 1662 Died May 23, 1663

To my wife, Mary all my whole estate  
All house, lands, cattle & all moveable goods.

Ezekiell Morrill

Witness  
Wm. Lakin  
Jas. Stemson x

INVENTORY

His House & land	L 24
Total with Personal	93:11





15942

## ESTATE OF JOHN NICKOLS

## AGREEMENT

JANUARY 3, 1721

John Nickols, Deceased, Intestate, owning several pieces of land, two thirds House and Barn, that was John Dickerman's.

Agree that Samuel Nickols, shall have, hold, and enjoy all of same.

Richard Nickols  
Thomas Nickols  
Kendall Nickols  
Nathan'll Nickols  
-Samuel Nickols  
Benjamin Nickols  
Joseph Nickols

## Witnesses

John Goodwin  
Kendall Briant  
Benjamin Hartshorne



JOHN NICHOLLS SENR.

WILL

JUNE 9, 1721

Wife, Abigail, Sole Executor

To my wife, Abigail, the use and improvement of the Lower Room in the West End of my Dwelling House, and ye Bed Room and ye cellar under the greate room.

To my son, John Nicholls, Ten Acres of Upland, lying in Reading, bounded, Northerly, by land of Richard Nichols Southerly, by ye Highway, Easterly, by ye land of John Coop and Johannah Cowdrey, and Westerly by land of Richard Nichols and ye highway.

To my daughter, Abigail Flint, Three Pounds.

To my son, Richard, One third of my Cedar Swamp.

To my son, Kendal Nichols, Nineteen Pounds.

To my son, Nath'll, parcel of Meadow, lying in Reading, in Hundred Acres, above Jenkins Bridge, containing Two Acres, bounded, Northerly, by my sd meadow, Southerly, by meddow of Joel Jenkins, Easterly by sd Nichols.

To my son, Samuel Nichols, Forty Four Pounds.

To my son, Benjamin Nichols, certain parcel of Land, lying in Reading (North End) bounded, Northerly, by land of Nath'll Hutchinson, Southerly, by the Highway, Easterly, by land of Thomas Nichols, Westerly, by land of Thomas Nichols, also a parcel of meadow, lying in a place called Bare Meadow, containing three Acres, bounded Northerly, by meadow of Richard Nichols, Southerly by meadow of Kendal Boutle, Easterly by meddow of James Boutle, Westerly by Ipswich River.

Also parcel in Hundred Acres, One and one half Acres, bounded, Northerly by Highway and Eames meadow, Southerly, by meadow I gave to my son Nath'll Nichols, Easterly, by Highway and Westerly by Lubars Brook.



(continued)

2

248

15941

JOHN NICHOLLS SENR.

WILL

JUNE 9, 1721

To my son, Joseph, my rights in Homestead, House and Barn and Shop, also one third part my right in Cedar Swamp, after death, or remarriage of my wife.

John Nichols.

Witnesses

William Hay  
Josiah Temple

JOHN NICHOLS

INVENTORY

JANUARY 8, 1722

15941

All Personal Property

No Real Estate



15975

RICHARD NICKOLES

WILL

NOVEMBER 19, 1674

Make my son John Nickoles, my full and sole  
Executor of this my Will.

To my wife Ann,- four pounds a year, during her  
widowhood.

To my son Thomas Nickoles, my dividend of land,  
that was given me by the Town of Redding, that lyeth be-  
yond Ipswich River, with three Acres of meadow that be-  
longes unto.

To my son James Nickoles, Ten Acres of land  
adjoining to James Pikes, with a sledge of meadow called  
Lawkin's Sledge, and two Acres of meadow in durty meadow,  
at the East end, next to Mist. Brockes meadow.

To my daughter, Mary Nickoles, thirty Pounds,  
to be paid by my son John, Ten pounds on her day of  
marriage, and five pounds a year until thirty is paid.

To my daughter Hannah Nickoles, twenty Pounds.

Richard Nicholes.

Witnesses.

William Cowdrey  
Jeremiah Swain





15975

RICHARD NICKOLES

## INVENTORY

NOVEMBER 22, 1674

Dwelling House	20	00	00
Barn and Shop	35	00	00
Sixteen Acres Arable land & paster	68	00	00
Twelve Acres Meadow	36	00	00
Ten Acres Land	15	00	00
Eighty Acres Divident)			
Three Acres Meadow )	30	00	00
Three Acres Land	6	00	00
One Acre Cedar Swamp	5	00	00
Share in Ashen Swamp	3	00	00
	<hr/>		
	£	218	00 00
		98	08 00
	<hr/>		
Personal	£	316	08 00



## ESTATE OF RICHARD NICHOLS

## DIVISION

NOVEMBER 30, 1732

## DECEASED INTESTATE

Widow, Abigail Nichols, two thirds in sd estate,  
East end of dwelling house, one half cellar south side  
of Dwelling, West Garrot, Little oven, and liberty of  
drawing water from the well.

Appraised at                    £ 27-0-0

Part of the Barn at East End,                    £ 10-0-0

Seventeen Acres, west part of Homestead, bounded  
by the Highway, and so by the Hyway, till it comes to  
the corner of Sam'll Fosters barn, and then it is bounded  
by the Hundred Acre dividint Road, until it comes to the  
Low wildpence, then running Easterly with sd fence.

£ 85-2-0

Six Acres meadow bounded, Easterly, by Samuel  
Foster, Northerly, by Ipswich River, Westerly, upon meadow  
of John Boutall, Southerly, as the bounds are at the Upland.

£ 45-0-0

Parcel of Moor Swamp and Upland, seven and one  
half Acres, bounded, Easterly, by Highway that goes to  
Samuell Fosters, Northerly upon part of the first settle-  
ment which we have made in this Estate, Westerly, upon  
sd Widow's part in the Felches Lott, Southerly, upon a  
Lott in the Second Settlement which we have made in this  
place. The bounds at the East End at the North East Corner.

One third Lott of meddow bought of Ebenzr. Felch  
containing four Acres, bounded, Easterly, by land of sd  
Widow Rohad, Northerly, upon meadow lot, first settlement,  
Westerly, by Land of Stephen Wesson, and Southerly, upon  
Land sett off to the Second Settlement abovesaid, fifteen  
Rods wide at each end.

£ 6-15-0

Two Acres meadow in Divident, bought of Stephen Wesson.

£ 7- 0-0

One piece of Woodland, four and three quarter  
Acres, lying by Rohad, near Fosters Saw Mill bounds,  
Westerly and Southerly upon Hyway, Easterly, upon land  
belonging to this Estate called Cowdreys Lott, Northerly  
upon land sett off to the first settlement.

£ 23-15-0



2.

## ESTATE OF RICHARD NICHOLS

## DIVISION

NOVEMBER 30, 1732

## DECEASED INTESTATE

Sixty Acres, Dorman, lying towards the Hundred Acres, bounded Easterly, upon Hundred Acres Divident Road, until it comes to Sam'll Fosters land, Northerly, by medow of sd Foster, Westerly, by land of John Boutal, Nath'll Parker, and the Hundred Acre Road.

L 45-00-00

Assessed to the Widow

L 264-17-00

Remainder of dwelling House not already sett out to ye Widow, also ye remainder of Homestead, fourteen and three quarter Acres.

Also Pasture upon South side of Highway, eleven and three quarters Acres, bounded, Northerly and Westerly upon the Road. Southerly, upon the wood land sett off to ye widow, Easterly, upon land of Nath'll Parker Junr., and land belonging to heirs of James Wesson.

L 70-50-00

Six and one half Acres, bounded, Easterly, by Highway, Northerly upon Sam'll Fosters Land and the River, Westerly upon land of sd Foster and the medow called Feltches Lott.

L 32-10-00

Four and one half Acres in Feltches Lott, bounded Northerly, upon Sam'll Fosters land, Westerly, upon Stephen Wessons, Southerly, upon medow of the Widow, Easterly, upon land belonging to the First Settlement.

L 6-15-00

Also some medow neer Widow Taylors, three Acres, bounded, Southerly with River, Westerly, George Flints medow, Northerly upon Highway, Easterly, upon medow to heirs of Deacon Thomas Taylor.

L 25-10-00

Two Acres in Bare Medow, bounded, Southerly, upon medow Lott of Second Division, Easterly, by John Hartshorn, Northerly, upon Nath'll Batchelder, Ebenzr. Emerson, Westerly by Ipswich River.

L 18-00-00





3.

## ESTATE OF RICHARD NICHOLS

## DIVISION

NOVEMBER 30, 1732

## DECEASED INTESTATE

Also a wood Lott, bought by sd Richard Nichols of Thomas and Samuell Nichols, being West part of a lott called Cowdreys Lott, Nine Acres.

Thirteen Acres Pine land lying neer Sam'll Fosters barn bounded Southerly upon the Hundred Divident Road.

L 9-10-00

First Settlement

L 306-17-06

## Second Settlement.

A tract of land lying near Joseph Parker's upon the West-erly side of the Highway, forty Acres, Easterly by High-way, and land of Thomas Wesson, Northerly, upon Joseph Parkers meadow, Westerly, upon land of Samuell Foster, Southerly by Highway.

Piece of meadow in Bare meadow, Four Acres, Southerly, upon meadow of Kendall Boutall, Easterly, upon meddow of John Hartshorne, Northerly upon meadow, Westerly, upon Ipswich River.

L 36-00-00

Piece of meadow in the Divident, three Acres, bought of Thomas Hodgman, bounded, Southerly, by Joseph Parker, Easterly upon Thomas Eaton, Northerly, by James Nichols, Westerly, by sd Nichols land, and the Causeway.

L 9-00-00

Eight and one half Acres, bounded, Southerly, upon Daniel Merrow, Westerly, upon Land that is called Feltsches Lott, sett out to the widow, Easterly by the Highway.

Four and one half Acres in Feltsches Lott, bounded, Southerly upon Jona. Parkers land, Westerly, upon land of Stephen Wesson, Northerly upon meadow land sett off to the Widow, Easterly, by lott in Riva Lott.

L 6-15-00



ESTATE OF RICHARD NICHOLS

DIVISION

NOVEMBER 30, 1732

DECEASED INTESTATE

Parcel of undivided wood land, bought by Richard Nichols of Ebenz. Emerson, John Tounsens, Nath'll Tounsens, called Cowdrey's Lott, Four Acres.

INVENTORY

MAY 24, 1732

Personal Property

L 313-38-11

One Hundred Forty-three  
Acres of Land, with  
buildings thereon,

720-00-00

L1033-38-11

Witnesses

James Nickolls  
Nathan Bacheler  
James Nickolls



16382

See  
 Misc. p. 296  
 George Davis, Exec.

## WILL OF

PETER PALFREY

1662-1663-Died Sept. 14, 1663

To my wife, Ales £5  
 " my sonne-in-law Mathew Johnson 5 shillings.

xxx    xxxx            xxxx    xxx

I give to Samuel Pickman, Peter Aspinwall & Benj. Smith my three  
 sonnes-in-law & my daughter, Mary Palfrey all the rest of my  
 estate, consisting in lands, goods, & chattels to be equally  
 divided.

Peter Palfray            mark

Witness

Thos. Weld  
 Jno. Smith

---

 INVENTORY

In land & meadow beyond the River	£ 10
3 acres of meddow more	5.10



ADM. OF

John Parker--1699--died Feb. 21, 1698/9

To housing & Homested & about 8 acres land adjoining	L	66
To land more lying southerly of the House that had		
Parsy Clark's land		10
(22 acres in Charlestown)		22
6 acres lying near meadow called Wm. Hooper's meadow		
by Joshua Eaton's land		18
8 acres meadow for Sergt. Kendall's meadow		24
To his 1st Division of Town Rights of 17 acres land		
with 8 acres more adjoining		25
3 acres---a Divident in Ash Swamp lying upon or		
near Woburn line		4:10
3 acres meadow in Hundred Acres with $\frac{3}{4}$ acres of meadow		
lying in a place called Mathew Neck		10
7 acres of Pine Swamp near ye Great Island		4:
To his 2nd Division in Town Rights about 17 acres		
lying neer Nat'l Parker's sledge of meadow		8:
To Cedar Swamp lot		2:
2 acres of meadow called Johnson's meadow		5:
To 90 acres of upland with 2 acres meadow lying on		
the north side of Ipswich River in one town		26:
(2 acres marsh in Dorchester)		20:

L 254:

Total with Personal L 339:07

Kendall Parker, Admr.

DISTRIBUTION

To Thankful Parker widow her third of land  
 1/3 part of housing being the west end of the dwelling  
 house & the upper chamber in the east end.  
 3 acres meadow in Hundred Acres. Bounded southerly by  
 Thos. Tylor; westerly by Dea. Damon; northerly by land  
 of Jenkin's; southerly by Thos. Burnap. With  $\frac{3}{4}$  acre at  
 Mathew's Neck, bounded southerly by John Nichols, westerly  
 by Nat'l Goodwin; northerly by a branch of the Ipswich  
 River; easterly by John Eaton.

More of the Homested contains 8 acres, bounded southerly  
 & westerly by the Common Land, northerly by Wm. Hooper,  
 easterly by John Brown at which Housing & meadow are  
 appraised

L 84:16:8

Her 1/3 of Chalets

L 13:18:5





(continued)

John Parker

To John Parker, eldest son his part of land & Chalets---  
 28 akers of upland. Bounded southerly by Wm. Hooper,  
 easterly by the range line, northerly by John Nichols,  
 westerly by the range line; 2 acres medow called Jonas's  
 his meadow, Bounded westerly by Flint's medow, northerly  
 & southerly by the highway, easterly by Joseph Brown.  
 More half the Seder lot (swamp). Bounded northerly by  
 Maj. Sweyn; westerly by Kendall Parker, easterly by ye  
 road.

Also, 7 acres Pine Swamp. Bounded southerly by Abraham Briant,  
 westerly by the Gt. Island; easterly by John Poole's farm, more,  
 5 acres of medow at Bare medow. Bounded southerly & northerly  
 by the upland; easterly by Isaac Hart; westerly by his unkle,  
 Thos. Parker, dec.

10 acres more of upland in the 2d Div. Bounded northerly by  
 John Felch, easterly & southerly by the town highway; westerly  
 by the sledge of Thos. Clark.

5 acres medow in Kendall meddow the east part.

3 $\frac{3}{4}$ more in Hundred Acres & in Mathew's Neck.	
& 5 acres in the widow's part---all appraised at	L 78:0:5
2/9 of Chaltels	6:3:8
of which he is to pay Hannah Parker when she	
comes of age	18:7
& after his mother's death to pay Hannah	3:2

---

Kendal Parker his part of lands & Chattels---the Housing  
 with 8 acres of land adjoining---16 acres called Persey  
 Clark's land, 8 acres of meadow in Hooper's meddow, (22 acres  
 of upland in Charlestown.)  
 3 acres at the west end of Kendall's meddow.  
 3 acres in the Ash Swamp Division near Woburn line with  $\frac{1}{2}$  of  
 Sader Swamp lot including the widow's part excepting-----  
 appraised L130:10:0  
 his 9th of Chattels 3: 1:10  
 His is to pay leggatees various sums.

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16623

(continued)

John Parker

To Rebeka Parker	18:17:0
after death of mother	9: 8:6

To Elizabeth Parker	18:17:0
after death of mother	9: 8:6

To Jonathan, after decease of mother	2: 5:6
" Thomas,       "       "       "       "	8: 5:6
" Hannah,       "       "       "       "	6: 6:6

To Jonathan 90 acres upland & meadow lying on the north side of Ipswich River. Bounded westerly by John Scoley; northerly by Andover line; easterly by Thos. Parker; southerly upon the Highway

26: 0:0



THOMAS PARKER

OF READING

WILL

AUGUST 3, 1683

To my wife, Amy, my House and Homestead with two Acres meadow at the Mill, two Acres in Ready Meadow, and two Acres in the Great Meadow, and three Acres at the Saw Mill meadow next to the Meadow of Edward Tayler, all my cattel and household goods during her natural life.

To my Son John Parker, all the land he lives upon with five Acres of meadow in Bear Meadow and two Acres of meadow by John Eaton's meadow and two Acres in Reddy Meadow and a quarter part of my great Divident and two Acres in the Wett Swamp.

To my Son, Thomas Parker, all the lands he now lives upon and five Acres in Bear Meadow, the Hedge of meadow lying near Burchen meadow.

To my son Nat'll, all the land he now lives upon and the remainder of my meadow in Bear Medow, and the Round Hole of meadow near to John Nicholls meadow, with that piece of meadow at Dunstins Bridge, and two Acres in the Great Meadow he paying Three Pounds within one year after the death of my wife to Brother Thomas.

To my son Nat'll one half of my Great Divident and also my Cedar Swamp and three Acres in the Saw Mill Meadow.

To my Son Thomas, two Acres of the Wett Swamp and the rest of Wett Swamp I give to Nath'll, all after their Mother's death.

I give to my son John, a great Bible that Boniface Burton gave to me.

I make my Son Hananiah Parker, my Executor.

Thomas Parker,     mark.

Witnesses.

William Cowdrey  
Thomas Clarke





THOMAS PARKER

## INVENTORY

OCTOBER 1, 1683

House and Homestead and two Acres at the Mill.	£ 180
Seventy-five Acres of Land and Meadow	96
For Housing and twenty-nine Acres of Land and Meadow.	103
For Ninety-four Acres of Upland and Meadow.	102
Stock in Cattle and Swine.	26
Five Acres Land	10
Personal	<u>60</u>
TOTAL	£ 584:06:00



Lynn (Lynn End)

1679

JOHN PERSON SR.

INVENTORY

The Homestead & land & meadow	£ 500
30 acres upland called Nowell's lot	36
40 acres upland by John Hawks	30
1 acre Salt Marsh Lynn	5
60 acres upland in ye woods	16
30 acres meadow in ye Great Meddow	120
10 acres beyond Ipswich River	5
80 acres upland beyond Ipswich River	25
To parcels in Hundred Acres	18
4 acres Swamp	3
2 acres in Wigwam Meadow	5
To lot in Cedar Swamp	5
	<hr/>
	£ 897:19:6
Debts	7



JOHN PERSON SR.

Salem Court 24--4th mo. 1679

Admr. to wife Maudlin shall have all improvements of the land & cattle, the orchard & meadows & household stuff during her life.

To my son, John Pearson all the farm that I now live on with all the meadow belonging thereto except 20 acres of upland which I give to my daughter, Sarah.

To my daughter, Sarah Townsend, 10 acres meadow lying in the Great Meadow, 2 acres now in the hands of Edward Tailor. And land that lyeth beyond Ipswich river at ye head of Reading bounds that was sometime Richard H.

30 acres meadow in the great Swamp to my children.

To my daughter Mary Burnap 30 acres upland bounded by land of Jonathan Poole & Robert Burnap.

Also 40 acres lying near to the land of John Hawkes.

To my daughter Bethiah Carter land lying in Reading--- bounds 80 acres or more with the meadow belonging & 8 acres lying in Great Meadow.

To son, John a piece of Cedar Swamp in Reading.

John Person

Witness

William Cowdrey  
Jeremiah Swayne



Essex County  
Probate  
Book 310-292  
327-8

JOHN PEARSON JR.

INVENTORY

Homestead, Lands & meadows & Building	L105
Total with Personal	138:05

Adm. Granted Dec. 28, 1710 to his father Capt. John  
Pearson, of Lynn.





17699  
6-205WILL OF

GEORGE POLLEY of WOBURN

Died Jan. 22, 1683

June 5, 1683

To my wife, Elizabeth, the use of my now dwelling house,  
all my land, my household stuff, use of oxen, etc.

To my son, John Polley, all my land & meadow belonging to  
my house lot, lying on the southwest side & to the River.

I give to my son, George the other part of my houselot &  
meadow on the northeast side of the River etc. etc.

INVENTORY

One shamm house & about 35 acres of upland adjoining	L 70
7 acres meadow adjoining	42
18 acres upland on the northeast side of the homelot in George Polly's Jr. hands	36
3½ acres meadow on the southeast side of brook belonging to George Polly Jr.	21
8 acres swamp lying ½ to the Houselot & the other half to George Polly Jr's part on the northeast side	8
38 acres on the other side of settle meadow called the Great Lot	19
7 acres on the north or west side of Maple meadow	07
2 wood lots at wood Hill--- about 16 acres	8
2 acres ½ swamp	1:17:06
7 acres upland 3 of meadow	21

L298:09:06

Total with personal

L298:09:06



17708

INVENTORY OF

BENJAMIN POOLE Mar. 22, 1733.

One House & barn & 5 acres	£ 290
A Griss Mill with the privileges to it	300
22 moing land	300
Tilige land & pasture 24 acres	164
The new 16 acre pasture	160
Another pasture of 19 acres on the south side of the way	175
30 acres woodland	200
1/3 part of Lot of Swamp on Totingham's Island	4
Personal	382:141.
Total	£1971:14

The account of Mehitable Pool, widow of Benj. & administratrix of Benj. Poole's estate

Showed	Real Estate	1589
	Personal	382
	Total	1971:14

She had dower estate during life.

Commission to appraise	
Dwelling house	£ 300
Griss Mill & Stream	300
To barn	85

The 77 acres called the Homestead on part of which said house, mill & barn stands, butted: southwardly partly on a way leading to Wylies and partly on Sam'l Poole's woodland & southwardly & eastwardly on the woodland of sd deceased called the Neck; northwardly on Thos. Burnap's; westwardly and northwardly on the land of Ephraim Wesson & Westwardly on the country Road---appraised at £ 1665

The 22½ acres called the South Pasture bounded northwardly on the Road leading to sd Wylies, southwardly on land of Wylie, southwardly & westwardly on the Mill Brook---

Appraised at £ 352



17708

(continued)

BENJAMIN POOLE

The 23 acres of woodland called the Neck; southerly on land of Samuel Poole; easterly partly on Brown's land & partly on Mr. Swayne, northerly on the land of Thos. Belknap & westerly on the aforesaid Homestead

Appraised at

L 391

The  $\frac{1}{2}$  acre on the south side of the Road over against sd house; Bounded northerly by ye way; southerly on land of Poole & Wesson & westerly on land of Wesson

Appraised at

L 30

The whole estate old tenor

L3123

The widow took  $\frac{1}{3}$ ---the East end of the dwelling etc.

$\frac{1}{3}$  of the Griss Mill

2 acres plow land--the South Pasture

& other parcels totaling

L1044:6:8

The remaining  $\frac{2}{3}$  were sett off to William Poole, second son of said, deceased, the eldest son consenting to this. June 30, 1772 there was another division.





WILL OF

17717

JOHN POOLE SR. 14th, 12th month 1666

I make my sonne Jonathan Poole my heyre & executor of all my goods & chattels & to pay the following legacies

To my daughter Mary my farme beyond Ipswich River both upland & meadow and to be at her dispose at her decease to her children.

To my daughter Mary half my household stuff, etc.

To my sonne Mathew Edwards the piece of land that lyeth on ye top of the Hill, adjoining Mr. Brock's land, if he change with Mr. Brock, else not.

My sonne Matthew Edwards & my daughter Mary, his wife shall have the use of half my 26 acres of meadow in Bare Meadow, so long as either shall live.

To my grandchild, Jno. Barrett £15; to my grandchild Lidea Barrett £ ; to my grandchildren Mary Edwards, Sarah Edwards, and Elizabeth Edwards £8, each.

To my grandchild John Poole one-fifth of the Saw Mill farme when he comes to the age of 16 yeares or 18, which my son, Jonathan, shall please.

To my grandchild, Sarah Poole, £10; Mary Poole £8.

To my brother Armitage that 47 shillings that is in Capt. Marshall's hands of which he is to give unto his 3 sonnes 5 shillings a piece.

I give to my sister, Armitage if she be left a widow, £4 to be payed 20 shillings a year for 4 years.

To my cousin, Godped Armitage and to his wife & to his two children 5 shillings a piece.

To Mr. Dane of Andover 20 shillings of which there is 10 shillings ahead payd.

I give to my sonne Jonathan's wife, if my son dy & leave her a widow the use of the Saw Mill farme so long as she keeps a widow & to take of what she shall sow on the ground before she marries.



(continued)

WILL OF

John Poole Sr. 14th, 12th month, 1666

To Mr. Brock 20 shillings.

To My son-in-law William Barrett 20 shillings.

Furthermore, my will is that lands I give unto my sonne Jonathan he shall give unto his children as he shall see good.

John Poole

Witness

William Cowdrey  
John Wesson



Jonathan Poole Jr.

INVENTORY

1st of 2d month 1667

Dwelling House & barne	£ 40
The Mill	30
The orchard & 5 acres of ground	25
100 acres of land in the necke & unbrooken	70
The Saw Mill Farme, upland & Meadow	130
A parcel of land upon the hill & swamp adjoining	10
3 acres in the Mill Meddow	9
15 acres in the Saw Mill Meadow	60
1 acre in Reedy Meadow	1:10
14 acres in Mr. Dilliganes meadow	28
1 acre in the Great Meadow	2:10
26 acres in Beare Meadow	52
20 acres of upland in the Playne	26
The Farme beyond the River, upland & meadow being 213 acres	42
Total with personal	£716:12

## Appraisers:

William Cowdrey ----  
Thos. Bancroft ----

Left 4 oxen, 22 cowes, 28 bushels of Indian Corne.

Debts owed to him £21    £92    4:04



17719

CAPT. JONATHAN POOLE

WILL

1678

OCTOBER 21, 1678

To my Wife, Judah Pooll, the improvement, so long as she remain a Widow, for her comfort, and the bringing up of the Children. In case she marryes two thirds to be disposed to the Children.

To my son Jno., my will is that he shall have added to the third of the saw mill farme that his Grandfather gave him, it shall be made up half, and as he is my eldest Son, of the Estate to be up a double portion, and this shall be to him and his children.

In case he dye before he is of age, for the next son to have the double portion.

My daughter, Sarah Bancroft, shall have twenty pounds, and if my wife please, to have some more additions, this to be for her and her children.

And the remainder of my Estate to be equally divided among the rest of my children as they grow up of age. And this my Estate to be disposed of to none other but them and their heirs.

That Jno. my eldest Son, or any other that shall survive after his Mother's death shall have the liberty, either to have the Saw-Mill farm, or the Homestead.

Jonathan Pool.

Witnesses

Thomas Bancroft Sr.  
Isaac Brockes  
Joseph Lamson





CAPT. JONATHAN POOLE

## INVENTORY

JANUARY 30, 1678

The dwelling house, barn and orchard, with the land thereto belonging.	L 140
The <u>Water Mill</u> with the Water Cones to it.	50
The land in the Neck, broaken and unbroaken.	100
Fourteen Acres, meadow near Home.	30
Ten Acres Meadow, in the Saw Mill meadow.	40
Seven Acres, Meadow, in M. A. Dillingham Meddow.	12
The Saw Mill farme, upland and meddow, with the Housing and Barne.	160
Parcel of land with meddow called the Gussett.	15
Thirteen Acres in Ashen Swamp.	10
His part in Cedar Swamp.	5
Five Acres meddow more.	7
Four Acres meddow more.	2

Total with Personal. L 798:06

The personal property included, Debts, L 37

For half the Saw Mill and other errors in Partnership. L 10



WILL OF

17720

JONATHAN POOLE SR. (Jr.)

To my wife, Bridget the use of half my fulling mill &  $\frac{1}{4}$  of my Corne Mill and a proportionate part of the Priviledges of Pond, Stream, & dam thereto belonging & all other utensils to sd part of Said Mill---with convenient house Room in my Dwelling which & so much of it as she shall choose, the use of the gardens,  $\frac{1}{4}$  part of the Barne at the west end; the use of 3 acres in the home meadow on the west side of the Brook that runs from Thomas Burnap's beginning next my son Benj. meadow he bought of Mr. Willy etc; also  $\frac{2}{3}$  of the orchard before the house; i.e. the northerly---next the old River xxx and all the use of this mill & housing shall be to my wife Bridget, so long as she remains my widow & no longer.

I have given to my son, Jonathan by deed what I count more than a double portion.

I give to my son, Benj. my executor one half of my whomsted that is within the fence as it is hereafter described etc. xxx with the hous, Barn, Corne Mill & Dam for the use of sd Corne Mill.

I give to Sam'l my son---the southerly half of my farm or dwelling place.

This will describes around the Corne Mill & house.

To my son, Zachariah all that place or tenement I Bought of Jno. Parker & my son, Benjamin improved of it---i.e. the house, barn, orchard, & the lot adjoining & all the medow in Saw Mill meadow.

To my daughter	Bellknap	£ 80
" "	Bridget	£200
" "	Mary	£200

Jonathan Poole

Witness  
Thos. Nichols  
Thos. Bancroft  
Jos. Burnap

INVENTORY

Aug. 12, 1723

The account of Benj. Poole Sole Executor reports Inventory as  
£ 238:15  
& including collections & sales 294:14:2

Note---The wife, Bridget, died before her husband.



REBECCA POOLE

WILL

SEPTEMBER 12, 1737.

All left to brothers and sisters, and mentions,  
Deacon Thomas Boutall, Kendall Boutall, Sarah Tounsend,  
Tabitha Cowdrey, Mary Emerson and Elizabeth Hartshorn.





FRAUNSI (FRANCIS) SMITH

20616  
28-8-9

WILL

JANUARY 14, 1650.

Died January 20, 1650.

To my wife Else, (Elsie?) my house and homestead, with all the land broke up and unbroke up, and the meddow with all the rest of my estate, during her life.

To my son John, fifty Acres of feeding land, adjoining unto the east end of his former gifte, also halfe my medow in Bare Medow, and halfe my Wig Wam meddow.

Also tenn pound more.

To my son Benj., halfe my land and medow excepting the Homestead.

After the death of my wife, I give to Son Benjamin, my House and all my land and medow, except the twenty Acres of the Townes gift.

IMPORTANT

I give unto the Towne Three Pounds for the sufficient fensing in of a burying place in the Town of Redding.

Francis Smyth.

Witnesses.

Richard Walker  
William Cowdrey  
Thos. Marshall



FRANCIS SMITH

WILL

SEPTEMBER 4, 1644

I have already, some years since, given and disposed of all my land and Real Estate, by deeds of gifts, to my six Sons,

John, Isaac, Abraham, James, Benjamin and Elias, and they have it in their possession.

To my daughters,

Katherine and Mary, all my indoor moveables.

Francis Smith

Witnesses

Jacob Walton

John Walton Jr.

John Walton



## FRAUNSI (FRANCIS) SMITH

INVENTORY

The House and Upland and meddow thereto  
belonging.

L 100

Four Oxen

28

Eight Cowes

40

Seven Hogges and Piges

6

One Horse Coult

7

Goods in Parler.

One fether beads and boulsters and pillows,  
Rugg and Blankets, Curtains and Bedstead,  
and al thereto belonging.

10

A Tabell and Carpitt and Tabel

00:18:00

Six Cusiains

00:10:00

A great Chest, a desk and tow boxes

01: 6:00

Two Chayers, Two Joyn stools, with other  
od things.

Goodes in the Hall.

A fether Bead, boulster, and pillowes and  
blacketts and Coverlead and bedstead.

04:10:00

A Chayer-Tabell-Settell.

01:00:00

A Cubert-kneading Trough.

00:10:00

Two Lettel Chayers.

Goodes in Chamber.

A fether bed and boulster and blacketts and  
other things thereto belonging.

05:00:00

A Flock bead and boulster and blacketts

02:00:00

A Hayer Cloath.

01:00:00

Eight payer of Sheets.

04:00:00

Four payer of Pillow beeres.

01:00:00

Two Tabell Clothes )

Ten Napkins )

00:14:00



FRAUNSI (FRANCIS) SMITH.

INVENTORY

Goodes in the kittchen.

Brass	02:10:00
The Putter	02:10:00
Two Iron Potts, one kettell and dripping pan and spitte.	02:00:00
Bruing vessel and other wooden Vessell	02:00:00
Two Chayers, two sawes, and plow Irons.)	
Wedges and other Iron things. )	02:10:00

His warring Apparell.

Aparell and two Hats.	08:00
Boots and shoues	00:15

---

L 234:7:00

These goods were prayesd by us.

Richard Walker  
Willm. Cowdrey  
Thomas Marshall





20665

JOHN SMITH

## DIVISION OF ESTATE

READING MAY 28, 1752

We the heirs of our honored father, John Smith, of  
sd Reading, Deceased, have made a just Division of the  
Intestate Estate, amongst ourselves, and are all content  
and Satisfied.

Elizabeth Smith  
John Burnap  
John Smith  
Tomas Smith  
Francis Smith  
Joseph Smith

## Witnesses

Edward Bragg X  
Jacob Smith  
Joseph Phelps



WILL OF

James Stimpson July 24, 1690

I, James Stimson, being bound for Canada upon the Country's Service do leave this my last will & return no more.

I give to my son James Stimson my house and homestead contains 20 acres & an acre of meadow by John Eaton's & if my son James shall dye, the sd House & Land not to be sold from ye Stimpson's but each to have an equall portion of it." etc. etc.

Mentions daughter Ruth, Raomy, Mary, Elizabeth; sons, Thos, David, Jonathan.

James Stimpson mark

INVENTORY

Died on his return from Canada---in Dec. 1690.

To House and orchyard with 20 acres land)	30:00:00
To 9 acres land & 1 acre meadow )	
To land lieth in the <u>first Dividend</u> of lots	14:00:00
To 9 acres of outland in the Second Division of lots & Personal	6:00

Patience, wife of James Stimson, being in a perishing condition complained to the Selectmen that her son-in-law James Stimpson takes noe care of her or the cattle.

Nat'l Goodwin warned the said James to neither strip & waest his father's estate & his report indicated that James & Samuel Merrow were suspected of Imbezelling the estate est---This trouble was carried to the County court; Mass. Records pages 379-380-381-382.



21911

JEREMY SWEYNE

## INVENTORY.

ADM. 1658.

His House and Homelott	L 40
Twelve Acres Meadow	20
Parcel of	10
Five Acres	15
Twelve Acres Unbroken	<u>5</u>
Total with Personal	L159:1:6

No Paper of Division.





21912

JEREMIAH SWEYNE

WILL

JUNE 16, 1709

To my Son, Benjamin, my farm that he now lives in, except what I otherwise disposed of, which shall be named as it is bounded and butted by his owne land, Westerly and Northerly, by the River that parts Lynn and Reding, Southerly by the meadow of Josiah Brown and Sam'll Brown's land, and Thos. Burnaps land with all the meadow of mine and Swamp.

Also I give to my son Benjamin, my now dwelling house, Barn, Orchard with all the Homeland, Upland, and meadow adjoining, bounded, Westerly, by the Great Road, and Capt. John Browne's land, Northerly, by Jonathan Pool's meadow, Easterly, by Sergt. Jos. Browns land and meadow, and Lieut. Parkers land, Southerly, by said Lieut. Parkers land, I give to him, paying rents to his Mother, and legacies to four Sisters.

I give to my son Benjamin, my farm that lieth on the North of the Ipswich River, containing One Hundred Seventy Acres, with Sixteen Acres meadow lying near to sd land on the South side of Ipswich River. Bounded Northerly by the River, Westerly, by Capt. Gardner, Southerly by Upland of Thomas Rich land, Easterly by Thomas Hart.

To my wife, Mary, all my moveables etc.

To my Grandson Jeremiah Sweyne, my house, with all the land where Sam'l Lilley liveth. Bounded, Southerly by John Boutel and Richard Temple, Westerly by ye Highway, against Temple's Swamp, and John Boutel's Swamp, Southerly by ye Highway, Easterly by Jonathan Parley's, Northerly by Sam'l Lilley, and the Highway, about fifty acres.

Also Ten Acres in the Burchen Swamp, bounded on the East by the Highway to Hundred Acres.

Also Thirteen Acres which I had of my father-in-law Clark, also five Acres meadow that I had of my father Smith etc.

Jeremiah Sweyne.



THOMAS TAYLOR SR.

1691 ADM.

## INVENTORY

FEBRUARY 25, 1690/91

To Housing and land of the Homestead, Eleven and one half Acres with an Orchard.	L 25
Four Acres Meadow at L4	16
First Divident Upland, Nine Acres	12
A lot in Cedar Swamp.	4

Total with Personal

L71:11:04

Seabred Taylor was granted Administration.



## THOMAS TAYLOR

## ADMINISTRATION

1691

INVENTORY APRIL 4, 1691.

To Home and Sixty Acres of land adjoining,	L 35
To Seventeen Acres, adjoining the Homestead,	8
To Ninety Six Acres, formerly of Joshua Eaton	25
To Eight Acres in the Second Division,	4
To Two and One Half Acres in Hundred Acres,	10
To Three Acres near Hundred Acres,	12

---

 L 150:16

The Widow, Mary Taylor, November 14, 1695, petitioned that her son Thomas Taylor be Administrator.

In 1709, the Probate Court, divided the Estate among the Children (the widow being dead) into six equal portions. To Thomas, eldest son, three sixths part or one half the whole estate, he having purchased his Brother James part.

To Caleb, son, one sixth.

To Ruth, wife of John Rudd, one sixth.

To Elizabeth Taylor, the other daughter, one sixth.

## COMMITTEES REPORT ON DIVISION

That the Estate will not admit of a division among the Children, so we have appraised as follows;

Seventy seven Acres of land called the Homestead, with buildings thereon erected.	L 56
Ninety six Acres near John Evens	24
Three Acres meadow, near Hundred Acres	7
Two and one half Acres in " "	8
Eight Acres Upland in the Second Division.	6

---

 L101

Thomas, the Eldest Son, purchased the Estate.





## THOMAS TOWER

DECEASED  
INTESTATE

APRIL 15, 1684

## Inventory,

Hannah Towr, Administratrix

The Homestead, being about twelve acres  
of land, with one house and barn.

£ 80

Six Acres meadow

24





THOMAS WESTON

WILL

APRIL 2, 1745

To my Son, Jos. Weston, of Falmouth, in Casco Bay,  
Eight Hundred Pounds in bills of old tenor.

To my Son, Ephraim; my Homestead of Housing and  
Lands, and all that Land or Meadow lying East of the Road  
that leadeth from Lynn End, to Madam Poole's, also a wood  
lot that I purchased of Mrs. Francis Smith, deceased, the  
sd lot lying near to Abraham Smith's.

Also the land I purchased of Sam'l Walton, with the  
Buildings on the same, sd land lying on both sides of the  
Road that leadeth from Madam Pooles to the Meeting House.

Also a parcel of meadow in Lynn.

Also a woodlot that lyeth near Jos. Parkers, the sd  
five acres to be on the south side of sd lot and to be on  
equal breadth at both sides.

To my son, Ebenezer, all my woodlot lying near  
Joseph Parkers (except what I have given to Ephraim).

Thomas Weston.

Witnesses

Benj. Browne  
Sam'l Poole  
John Temple

THOMAS WESTON

INVENTORY

AUGUST 28, 1745.

The Real Estate and several pieces of land and  
buildings.

L200



TIMOTHY WILEY

WILL

FEBRUARY 7, 1757.

To Mary, my wife, my dwelling house and barn,  
and all improvable land during her life, also all house-  
hold goods.

To my son, Nathaniel, all my Housings and Lands,  
and all stock and movables out doors.

No Inventory.



JOHN WILLYINVENTORY

To one House & barne with 20 acres land	L 100
3 acres in Mill Meddow	8
10 acres in Hundred Acres	20
Cedar Swamp Lot	1
Ash Swamp lot	5
Ye Divident beyond the River	20
	<hr/>
Total with Personal	L 174:16:06





52-301  
25625WILL OF

Cornelius Wooten

January 3, 1764

To my wife Sarah Wotton all my estate, both real & personal and after her decease I give and bequeath to Cornelius Sweetser, son of Michael & Mary Sweetser of Reading L20 and the remaining part of my estate Real & Personal to be Disposed of as my said Executrix shall think proper.

Sole Executrix

Sarah Wotton

Cornelius Wotton

Witness

Elias Thomas

Elias Thomas Jr.

Margaret Thomas



## CHAPTER VI

## APPENDIX



A

1828-----1831

VERBATIM REPORTS

ON LAW SUITS

REUBEN EMERSON versus BENJAMIN B. WILEY

from the

MASSACHUSETTS SUPREME COURT

----

These famous law suits are recited because of a great local interest more than one hundred years ago; but what is more important, for the comprehensive judicial opinions regarding the vote of the town of Reading in 1741 setting aside its Common Lands to be open forever.

Rev. Reuben Emerson was pastor of the South or First Parish Church. The Parsonage was located east of the meeting house.

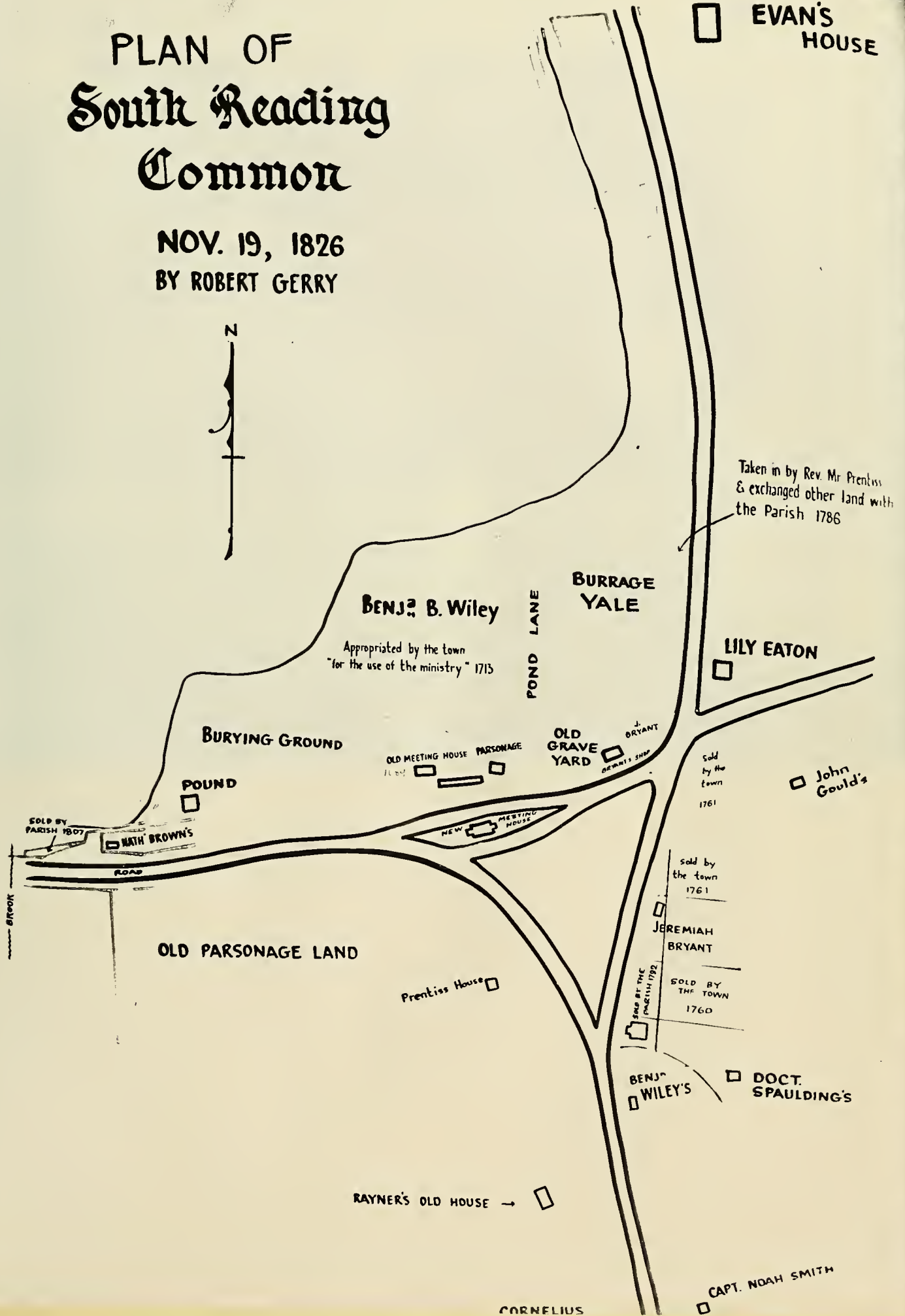
The parson caused the parsonage lot to be fenced, in violation of the town's vote of 1741. Benjamin B. Wiley owned property nearer the Pond to the north; insisted on his right to cross the fenced land; was hailed into court, sued for trespass; and won his case at the end of long, tedious legal proceedings.

REPORTED IN  
PICKERINGS REPORTS  
NUMBERS 7 and 10



# PLAN OF South Reading Common

NOV. 19, 1826  
BY ROBERT GERRY







REUBEN EMERSON      versus      BENJAMIN B. WILEY

In trespass qu. cl. fr. the defendant pleaded that the locus in quo was a public highway, and produced a vote of the town that all the common lands (including the locus) should remain unfenced for highways, a training field, burying place, &c. Held, that without proof that the locus was included in the part appropriated to highways, the plea was not supported.

Evidence of a usage for all persons to pass over a common, will not support a plea that the land is a public highway.

Trespass quare clausum fregit. The defendant pleaded three pleas in justification, the first of which was that the locus in quo is part of a public highway. The alleged trespass consisted in the defendant's passing from his own close across the close claimed by the plaintiff.

In support of the first plea, the defendant read at the trial a vote of the town of Reading in 1741, that all the common lands (including the locus in quo) "shall continue to be unfenced as they are, for the use of the old parish for highways, a training field, a burying place, and the more convenient coming at the pond with flax and creatures, and also to accommodate the neighbours that live bordering on the pond, for their more convenient coming at and improving their own lands and buildings, all of the aforesaid lands to remain unfenced as they now are, and to the use of the old parish and neighbourhood aforesaid forever, never to be disposed of for any other use whatsoever, without the consent of every freeholder in said parish." The plaintiff's counsel objected to the reading of this vote as irrelevant, and not tending to support the plea, but it was admitted. It appeared in evidence, that the plaintiff's close had always been open and unfenced in front of the defendant's close, till the spring of 1805. The parish school-house had occupied a part of the westerly side of the lot. In 1805 the lot was enclosed, pursuant to a vote of the parish; and it had been peaceably occupied by the plaintiff for more than nineteen, but less than twenty years, at the time when the alleged trespass was committed. The defendant's witnesses testified that they had often known Mr. Prentiss (the former owner of the defendant's close) or those employed by him, for more than thirty years cross the land now the plaintiff's close, then being unfenced, with cattle and horses, and several times with a cart, into his close, for the purpose of cultivating it.



REUBEN EMERSON      versus      BENJAMIN B. WILEY

They also stated, that persons on foot coming to church, and children in going to school, and others who had occasion, crossed the plaintiff's lot, then common land, whenever and wherever they thought proper; that it was common land all round the school-house.

The plaintiff's witnesses testified, that no cart-path, in any direction over the plaintiff's close, was visible and that there was no appearance there of travelling with teams, horses, or on foot. It was proved that the travelled paths, of the great road from Boston through South Reading to Andover, and other roads adjacent or near to the plaintiff's and defendant's closes respectively, were exactly the same as they had been for forty or fifty years, and were of sufficient and convenient width.

The defendant contended, that the plea of a public highway over the locus in quo was supported by the vote of 1741, and the other evidence in the case. The plaintiff contended that the vote was irrelevant, and that the evidence in the case did not support the plea.

A verdict was taken by consent for the defendant, on the issue joined on the first plea, with leave for the plaintiff to move for a new trial.

T. Fuller, for the plaintiff, cited 3 Dane's Abr. 252, P. 16, 17; Commonwealth v. Newbury, 2 Pick. 57

Hoar for the defendant.

The opinion of the court was drawn up by Wilde J. A verdict was taken in this case at the trial by consent of parties, for the purpose, as we understand it, of presenting for the consideration of the Court all the questions of law arising out of the pleadings and the evidence. But as the case now stands, only one question of law is involved in the motion for a new trial, and that only has been argued, namely, whether the verdict as to the plea, that the locus in quo is a public highway, is supported by the evidence.

As by vote of 1741 a part only of the common lands was appropriated for highways, it is incumbent on the defendant to show that the locus in quo was included within the part thus appropriated.





(continued)

REUBEN EMERSON      versus      BENJAMIN B. WILEY

Of this there is no evidence, but the contrary must be inferred from the language of the report. Before the plaintiff's lot (which includes the locus) was inclosed, it is uniformly referred to as common land; indeed the defendant's witnesses expressly state that it was common land. "It was common land," they say, "all round the school-house." So that it is clear that the locus was not included within that part of the common land which was laid out or set apart for highways. Nor does it appear that it has ever been used as such. The passing over a training field or open common, is no uncommon usage, and however long it may continue, it will not convert a field or common into a public highway. In the present case the usage proved was in strict conformity with the uses for which the lands in common were originally appropriated. They were to remain unfenced, not only for the use of the old parish, but also for the accommodation of the neighbours bordering on the pond. So that the use made of these lands by the former occupants of the defendant's lot and by other borderers on the pond, has no tendency to establish a public highway by prescription, since the use is not inconsistent with the privileges allowed by the vote. Besides, if the usage could be considered as establishing a right of way through the plaintiff's lot, it could not be called a public highway, but it would be held to be a private and restricted right of way, which would be more inconformity both with the usage and the original appropriation of the lands. Whether the defendant has any such right of way, either by prescription, or under the vote of the town, or otherwise, and whether the parish had a right to inclose the plaintiff's lot under the vote of 1805 or not, are questions not now to be considered. At present we only decide that the first special plea cannot be sustained by the evidence reported.

The verdict therefore must be set aside and a new trial granted.





REUBEN EMERSON

versus

BENJAMIN B. WILEY

In trespass quare clausum fregit, the defendant may plead that he is the owner of an adjoining close, and has, as appurtenant, a right to pass in all directions over the plaintiff's close.

Land was given "for the use of a parish for highways, &c. and also to accommodate the neighbours that live bordering on said land for their more convenient coming at and improving their own lands and buildings; to remain unfenced forever; never to be disposed of to any other use, without the consent of every freeholder in the parish;" and the parish granted land "bounded all round by the land given to the parish for particular uses," as above mentioned. It was held, that this was not mere description, but an implied covenant that the common land should remain open, unless it should be enclosed with the consent of every freeholder in the parish.

In trespass against such grantee for passing over the common land, the burden of proof is on the plaintiff to show that it was enclosed with the assent of every freeholder in the parish.

A right of way is not lost by a non-user for any period less than twenty years.

Trespass quare clausum fregit. The defendant pleaded, 2dly, a private way by prescription;--and 4thly, that he was seised of an adjoining close, and as appurtenant to it he had a right at all seasons, and in all directions, to pass over the plaintiff's close.

The plaintiff, in his replication, denied the right of way as set forth in the pleas; and as to the second plea he new assigned extra viam, &c. The defendant joined the issues tendered.

At the trial, before Morton J., the defendant gave in evidence, in support of the second and fourth pleas, a vote of the town of Reading in 1741, that all the common lands (including the locus in quo) "shall continue to be unfenced as they are, for the use of the old parish for highways, a training-field, a burying-place, and the more convenient coming at the pond with flax and creatures, and also to accommodate the neighbours that live bordering on said lands for their more convenient coming at and improving their own lands and buildings; all the aforesaid lands to remain un-



(continued)

REUBEN EMERSON

versus

BENJAMIN B. WILEY

fenced as they are now are, and to the use of the old parish and neighbourhood aforesaid, forever, never to be disposed of for any other use whatsoever, without the consent of every freeholder in the parish."

The defendant also gave in evidence a deed from the parish to their minister, the Rev. Caleb Prentiss, dated May 9, 1777, conveying the defendant's close, "bounded all round by the land given by the town to the first parish in Reading for particular uses as may appear by the records of said town, as the fence now stands -- with all the privileges thereunto belonging;" and he proved that Prentiss occupied this close from 1770 until his death in February 1804. Prentiss devised his land to his wife during her life. The plaintiff was settled as minister of the parish in October 1804, and he occupied the defendant's close most of the time under lease from Mrs. Prentiss, until her death in 1823. After her death, the heirs of Prentiss came into possession of the close and sold it to the defendant in 1824, with the appurtenances.

The defendant called witnesses, some of whom were very old, who testified that so long as any of them could remember, the locus in quo had been a part of the common near the meetinghouse, which had been used by all the inhabitants of the town, and all others, to pass over at pleasure at all seasons and in all directions, and that the same had so remained till the summer or fall of 1805, when the locus was inclosed and the parsonage-house erected by the parish. The same witnesses testified, that during the same period there had been bars in the fence between the locus and the defendant's close, which the occupants of his close had used whenever they had had occasion to pass to and from the same in that place, at all seasons of the year, and that in thus using the bars they had passed over the locus in whatever direction was most convenient for them. But it further appeared, that these bars had been removed sixteen or eighteen feet westward from their former position; that where they now are, formerly stood a schoolhouse.





REUBEN EMERSON      versus      BENJAMIN B. WILEY

It was also testified, that on the easterly side of the defendant's close, there are other bars from Pond lane into his close, which sometimes had been used, and that they might at all times be used instead of the bars which lead into the plaintiff's close. The witnesses differed in opinion, as to which bars, if exclusively used, would be most convenient.

The plaintiff contended, that the vote of 1741 and the foregoing evidence, did not support, but negatived the defendant's pleas; and that the vote transferred to the first parish the whole estate of the town in the premises, for the purposes and with the limitations and restrictions therein mentioned. He also offered in evidence several votes of the parish, by which they inclosed the burying ground and conveyed several lots of land comprehended in the vote of 1741. These votes were objected to and rejected. The plaintiff also gave in evidence a vote of the parish passed September 1804, to sell the locus in quo, which was objected to by several freeholders and never carried into effect. Also a vote, passed January 1, 1805, to inclose the locus and to erect a parsonage house upon it. The third article in the warrant for calling the meeting on January 1, 1805, was "to see if the parish will alter the model of the parsonage house, and build it near the meetinghouse, if matters can be accommodated, or what they will do in that affair." There was no evidence that any freeholder objected to the vote. The plaintiff contended that this was a disposition of the locus, with the virtual consent of all the freeholders of the parish, as required in the vote of 1741. But the defendant contended that the fee was not in the parish, and that the parish had no right to dispose of it; that, at any rate, there was no article in the warrant which would authorize the parish to make a grant of it; and that no grant would be valid, unless the assent of all the freeholders was expressed or appeared. The plaintiff also proved, that his close was staked out in the fall of 1804, pursuant to the vote of the parish, and some wood carried upon it by the parish for the minister, to be used by him after the house should be erected. The locus was inclosed in 1805.



REUBEN EMERSON

versus

BENJAMIN B. WILEY

It appeared that the defendant had used the way in November 1824, and that it had also been used within twenty years before that time. The plaintiff contended, that if the defendant ever had a right of way, he had lost it by non-user. The plaintiff also offered several votes of the town of Reading, passed March 4, 1771, --May 4, 1777, --September 25, 1770, -- 1788, and 1807, which were objected to and rejected. By the vote of March 4, 1771, the town accepted a report of a committee, "that the first parish, in addition to what they have already received of the town, and further to enable them to maintain the gospel among them," have two parcels of land specified in the report, on certain conditions. In 1788 the town voted, "to confirm to the first parish, the lands granted to them conditionally by the town on March 4, 1771." The vote of 1807 confirmed to each parish the common land in such parish, with an exception as to gravel for mending roads, and another exception in regard to a training-field.

Upon the whole evidence the judge instructed the jury, that the vote of 1741 did not pass to the parish the fee of the plaintiff's close, or a right to appropriate, fence or in any other way incumber it; that the vote of the parish in 1805 was unauthorized and invalid, and that if the defendant or his predecessors had acquired a right of way by prescription or otherwise, a non-user of it for any period short of twenty years would not destroy the right.

The jury returned a verdict for the defendant. If upon the evidence above stated which was admitted or was admissible, the instruction and the verdict were right, judgment was to be rendered on the verdict.

Otc. T. Fuller for the Plaintiff. The right of way set forth in 13th the plea, over the whole of the plaintiff's close and in all 1829 directions, is unreasonable and void. Jones V. Percival, 5 Pick. 485.

The way claimed is over the whole close, but the evidence is, that a schoolhouse stood on a part of it so long as to destroy the right of way in that part; so that there is a variance. The witnesses were uncertain at what time the schoolhouse was actually built, but the town records show an appropriation made for that purpose in 1761.





REUBEN EMERSON

versus

BENJAMIN B. WILEY

The evidence is, not that the locus in quo is a way, but part of a common; which is another variance. The nature of the way and the termini must be described. - 3 Stark. Ev. 1679.

The conveyance under which the defendant claims is void, because the deed to Prentiss was made by the parish alone, and not by the minister with the assent of the parish. Austin v. Thomas 14 Mass. R. 333; Prov. St. 27 Geo. 2, c. 9 (see the next case)

The plaintiff's close having been fenced ever since 1805, the defendant's grantors were disseised of the right of way, so that it did not pass by their deed to the defendant.

The vote of the town in 1741 gave to the parish the use of the plaintiff's close, without limiting the time, and therefore the fee passed by virtue of the statute of uses. The estate was defeasible on the non-performance of certain conditions, but the grantors only, and not the defendant, who is a stranger, can take advantage of the non-performance. Gray v. Blanchard, 8 Pick. 284. Two votes of the town having a hearing on this point, ought to have been admitted in evidence; one passed in 1788, the other in 1807, confirming to the parish the common lands which had been granted to them by former votes.

The inclosure of the plaintiff's land was acquiesced in for more than nineteen years, which is a ground for presuming that the right of way was lost. Goodtitle v. Chandos, 2 Burr. 1073. The provision, that the land should remain unfenced, was intended to give to owners of certain lands a way to the pond; but this was secured to the defendant by Pond lane, a public way which the town is bound to keep in repair. This is a sufficient compliance with the vote; which must receive a reasonable construction.

The plaintiff's close was fenced in by the assent of every member in the parish, it being done in pursuance of the vote of the parish in 1805, at a meeting duly notified, and there being no evidence of dissent.



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Hoar, for the defendant, to show that the words in the deed to Prentiss were an implied covenant that the locus in quo should always be open as a way, cited Parker v. Smith, 17 Mass. R. 415. In regard to the schoolhouse, he said a non-user does not destroy the right of way. White v. Crawford, 10 Mass. R. 183. As to the locus in quo being a common, he said the vote of 1741 explicitly makes it a way. The supposed acquiescence for nineteen years, had it been proved, would be unimportant. There was no disseisin of the right of way at the time of the conveyance to the defendant; it does not appear that any person had been obstructed in using the way.

Webster, in replying, said that the words in the deed to Prentiss, "bounded all round by the land given for particular uses," was mere description. If a grantor bounds land on a way, he is estopped to say there was not a way, but he does not covenant that the way shall always continue.

Putnam J. afterward drew up the opinion of the Court.\* If the right of the defendant to pass and repass in all directions over the locus in quo be supported according to the allegations in the fourth plea in bar, it will not be necessary to take into consideration the right claimed by prescription. The jury have found that there is such a way appurtenant to the close of the defendant; and we do not see how they could have found otherwise, without disregarding the vote of the town passed in 1741, and the other evidence in the case.

The locus in quo, &c. was a part of the common, which was appropriated "for the use of the old parish for highways, a training-field, a burying-place, and the more convenient coming at the pond with flax and creatures, and also to accommodate the neighbours that live bordering on said lands for their more convenient coming at and improving their own lands and buildings: all the aforesaid lands to remain unfenced as they then (viz. 1741) were, and to the use of the old parish and neighbourhood aforesaid forever; never to be disposed of for any other use whatsoever, without the consent of every freeholder in the parish."

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\* Shaw C. J. did not sit in the case.





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Now it appears that the parish have undertaken to dispose of the land to the plaintiff, and the land of the defendant is deprived of the privilege of bounding and fronting upon the common; and there is no evidence produced, that every freeholder consented to the sale to the plaintiff. Such consent is not to be presumed to have been given by the owner of the defendant's lot, because it would greatly lessen its value. The parish granted the land now claimed by the defendant, to the Rev. Mr. Prentiss, and bounded it upon the common.

The case falls within the principles settled in Parker et al. v. Smith, 17 Mass. R. 415. In that case the grantor conveyed land "bounding southwardly and westwardly upon a way or street;" and the Court held that not to be matter of description merely but an implied covenant that there were such streets bounding the premises. The reasoning of the chief justice applies much to the case at bar. "It probably entered much into the consideration of the purchase, that the lot fronted upon two ways which would be always kept open." So in the case at bar, the value of the lot conveyed to Mr. Prentiss was greatly increased by its fronting upon the common, which was forever to be kept open.

We are clearly of opinion, that the parish could not, nor can the plaintiff claiming under the parish, legally inclose the land which the inhabitants had appropriated, as is before stated, without the consent of the owners of the lands abutting thereon.

The case find, that the way has been used within twenty years; and it is very clear, that the right of way could not be lost by mere non-user for any period short of that time. Co. Lit. 114 b.

We are of opinion that the instruction of the presiding judge was right, and that judgment should be rendered upon the verdict for the defendant.





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A town owning land in fee, and managing its parochial affairs as a municipal corporation, voted, in 1712, "to fence in three and a half acres for the use of the ministry." The next year they voted "to take up and fence in four acres in lieu of the three and a half acres." From that time they exchanged, sold, leased or managed, themselves the lands which they called ministerial, just as they pleased, until 1741, when they voted that certain lands, including the parcel of four acres, should belong to the first parish. In 1777, the first parish conveyed this parcel to an individual. It was held, that this parcel was no technically parsonage land, it not being plainly shown to be the intent of the town that it should go to the ministers of the parish in succession, and so the conveyance made by the parish was valid.

This was a writ of entry sur disseisin, in which the demandant, as the settled minister of the first parish in South Reading, demanded four acres of land back of the meeting-house, and near the pond in that town. He sets forth in his declaration, that his predecessor was seised of and enjoyed the same in right of the parish, until his death; upon which the tenant entered and wrongfully keeps the demandant out.

At the trial, before Morton J., it was agreed, that the demandant was the legal minister of the parish, he having been regularly settled in October 1804. His counsel read in evidence a vote of the town of Reading, (of which South Reading was formerly a part and the first parish,) passed November 12, 1712, to fence in three and a half acres "for the ministry;" and another vote, passed March 17, 1713, "to take up and fence in four acres of land for the use of the ministry, to lie on the back side of the meetinghouse, &c. in the lieu of the three acres and a half," &c. The land first referred to in this vote is the land demanded. Richard Brown was settled about that time, and continued to be the minister of the parish until his death in 1733. William Hobby was ordained in September 1733, and continued to be the minister of the parish till his death in June 1765. Caleb Prentiss was settled in October 1769. A witness testified that he had known the land in question, over sixty years; that it was occupied by Hobby, during his life, and afterwards by Prentiss during his life; that it was always called parsonage land until after Prentiss's settlement, when it was said that the parish had sold it to Prentiss.



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The demandant also offered in evidence several votes of the parish; among others, one of October 10, 1733, "to accept of half an acre of the parsonage land to enlarge our burying-place, if Mr. Hobby giveth leave;" --another of September 20, 1770, "to sell the whole of the parsonage, viz. three pieces; that which the house stands on, and that behind the meetinghouse, and that by Dr. W. Simpson's;" -- another of December 10, 1770, "to sell the parsonage to Rev. Caleb Prentiss for 333 L 6 s 8 d., said parsonage containing three pieces of land," &c.; --another of March 17, 1777, "to choose a committee of three to give Mr. Prentiss a deed of the buildings and land they have sold him, and to settle with him."

The tenant produced a deed of the demanded premises, dated May 9, 1777, from the committee of the parish chosen on March 17, 1777, to Prentiss; the will of Prentiss, who died in 1804, devising the use of his real estate to his wife during her life, remainder to his children; and a deed from the children, after the death of their mother, which was in 1823, to the tenant, dated October 29, 1824. The tenant also relied on the above mentioned votes of the parish, and several votes of the town of Reading, passed at different times from 1672 to 1771, as showing that the town sold, exchanged, leased and managed the lands called by them ministerial or parsonage, without any interference on the part of the minister, and that the lands were town property and not parish property.

The demandant became nonsuit, the tenant agreeing, that if the Court should be of opinion that the demandant was entitled to recover the demanded premises, the nonsuit should be taken off, and a default should be entered.

T. Fuller for the demandant. In the deed to Prentiss under whom the tenant claims title, this land is called parsonage; so that it is not competent to the tenant to deny that he knew it was parsonage land. The votes of November 12, 1712, and March 17, 1713, were a permanent grant "to the use of the ministry," and are of the like import as a grant "to the present minister and his successors." The use was executed by the statute of uses. The intent of the grantor is to be sought for, and if it is doubtful, the grant is to be construed most strongly against the grantor.





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Other votes also show that this land was parsonage. The deed to Prentiss was therefore inoperative, not being made by the minister with the assent of the parish. Anc. Chart. &c. 195; Brown v. Nye, 12 Mass. R. 285; Brown v. Porter, 10 Mass. R. 93; Brunswick v. Dunning, 7 Mass. R. 445; Prov. St. 28 Geo. 2, c. 9; Austin v. Thomas, 14 Mass. R. 333; Weston v. Hunt, 2 Mass. R. 500.

The evidence of actual user by successive ministers, is enough to establish a title by prescription, or by presumption of a lost grant. Campbell v. Wilson, 3 East, 294.

The demandant's predecessor was seised within thirty years. Shaw and Hoar for the tenant.

Putnam J. drew up the opinion of the Court, (Wilde J. dissenting.)\* The demandant claims the land demanded, as minister of the first parish in Reading, as parsonage land. If the premises were to be considered strictly as parsonage land at the time when the parish made a deed with warranty thereof to Mr. Prentiss, it is clear that the deed did not convey the fee simple. For by Prov. St. 28 Geo. 2, and St. 1785, c. 51, the minister is a sole corporation and holds the parsonage in succession. And the alienation of the parish, without his consent, would not divest the estate from the corporation. This is fully settled in the cases of Westons v. Hunt, 2 Mass. R. 500; Austin v. Thomas, 14 Mass. R. 333; Brown v. Porter, 10 Mass. R. 93; Brunswick v. Dunning, 7 Mass. R. 445. And it has been argued for the demandant, that these cases clearly call for a decision in his favor.

The case of Austin v. Thomas is urged as exceedingly like that under consideration, as the town of Worcester undertook to sell the parsonage land to their minister, in the same manner as the first parish in Reading did to their minister. And so it would be, if it should be taken for granted, what was clearly proved in that case, that the estate demanded was strictly and technically parsonage land. In that case the town of Worcester appointed a committee to purchase a message for the use of the ministry. They accordingly bought the land

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\* Shaw C. J. did not sit in the cause, having been counsel.



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of Samuel Breck, who conveyed it to John Chandler for the use of the town as a perpetual parsonage.

But the town of Reading held the demanded premises as an absolute estate in fee simple, before they passed the votes of 1712 and 1713. Whether those votes can or should be construed as a grant to the parish for the permanent use of the ministry, is to be determined by reference to the terms they used, and the manner in which the inhabitants conducted themselves in regard to the property. We are to ascertain the intent of the parties by their votes and doings proved in the case. And if it should appear that the town intended to divest themselves of the seisin in fee and to vest it in the minister, beyond their control, then it would be a strict parsonage. If otherwise, then the parish might lawfully sell and convey the estate as they did, to Mr. Prentiss.

We do not doubt but that a town may, if they will and intend it, by their votes appropriate lands for the permanent use of the ministry. It would be a question of the free intent and meaning of the votes or records. If it could be collected that they intended to alter the seisin, and to vest it in the minister as a sole corporation, for the use of the ministry, the statute of 1754 before cited would enable them to carry such intent into effect. On the other hand, if it were manifest that the appropriation was not intended to alter the seisin and title, the property would continue to be at the disposal of the town.

Let us consider what the town of Reading have done in this respect. In 1712 they voted "to fence in three and an half acres of land for the use of the ministry." But the next year the town voted "to take up and fence in four acres in lieu of the three acres and a half." Those four acres are the demanded premises. Those votes were passed before the town was divided into several parishes. It is very clear that the town considered that they had a right to take up and lay down at their pleasure, any of their lands, for ministerial as well as other purposes, as the occasion required.

Were the three and an half acres, which were in lieu of the four acres, still continued for the permanent use of the ministry? Did the town intend to give up the





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right to manage the property as they pleased? The words which the town employed are not conclusive upon the question. "They would fence in a lot for the use of the ministry." "They would take up a lot for the use of the ministry." Do these terms necessarily mean, that the town should from thenceforth and forever cease to have the right to dispose of the estate?

The contemporaneous doings of the town, explain their meaning. They considered the lands as funds from which they drew, as occasion presented, for the support of public worship. The year before the vote to fence in the three and a half acres, the town voted to raise a committee to see what lands should be used as ministerial. The exchanged, sold, or leased the lands which they called ministerial, just as they pleased, and, when they chose to do so, they carried on what they called the parsonage themselves. In short, they managed those lands as their absolute estate in fee. The ministers, for aught that appears, never received the idea, that they had the seisin, or right in themselves, from the beginning of their settlement up to the time when the land was conveyed to Mr. Prentiss.

In *Brunswick v. Dunning*, 7 Mass. R. 445, the land belonged in fee to the Pejepscut proprietors. They voted to lay it out for the use of the ministry in the town, and it appeared that several ministers held the same in succession during their ministry. The intent to make a permanent appropriation was plain. But in the case at bar, the minister or ministers of Reading made no claim in their official character, but occupied occasionally, just as the town permitted.

The intent of the original proprietors to make a permanent appropriation or grant of one right, was supposed to be clearly made out in the case of *Brown v. Porter*, 10 Mass. R. 93. The proprietors appropriated and the town accepted of the appropriation, as appeared by their votes. But in the case at bar there was no purchase made by, or grant to the town or parish from another party who owned the estate.

In *Brown v. Porter*, the Court remarked, that "it was not pretended that the tenant held or claimed the lot demanded, under any license or title derived from the parish or from the demandant (the minister) or any of his predecessors in the ministry." But in the case at bar the tenant does



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claim title under the deed of the parish, in which they covenanted and granted that their grantee and his heirs and assigns should have the premises for ever free from all incumbrances. And the demandant is claiming this estate for the benefit of the parish.

It is contended, however, that by force of the statute of 1754 the vote of 1713 became a grant of parsonage land and vested the land in the minister for the time being, and his successors, in fee simple, in right of the parish, or in the language of the vote, "for the use of the ministry."

That statute recites, that "whereas many grants and donations have heretofore been made by sundry well disposed persons, in and by such expressions and terms as plainly show it was the intent and expectation of such grantors and donors, that their several grants and donations should take effect so as that the estates granted should go in succession," and proceeds to ascertain in what cases such donations and grants may operate so as to go in succession. And among divers cases stated, it provides "that the minister or ministers of the several protestant churches, of whatever denomination, are and shall be deemed capable of taking in succession any parsonage land, or lands granted to the minister and his successors, or to the use of the ministers."

Now it is manifest that this statute applies only to grants wherein it appeared that the grantors plainly intended the estates should go in succession. Try the case at bar by that criterion. There was no grant originally designating any particular portion of the township for the use of the ministry, and the town, in its parochial character, used the whole as they thought it expedient; cutting wood on some of their lands, and cultivating and permitting the minister to use other of their lands from time to time, varying the place and the quantity according to the will of the town. How can it be maintained that appropriations so made for the use of the ministry, "plainly show that it was the intent and expectation that the estates should go in succession"? The votes of 1712 and 1713 seem to negative such intent. They appropriate in 1712, for the use of the ministry, three and a half acres; but so far from intending or expecting the land to go in succession, in 1713 they appropriate the four acres (the lot in controversy) in lieu of the three and a half acres. So far from intending that the three and a





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half acres should go in succession, it is perfectly clear that they did not intend they should be used as ministerial lands after one year. Now the intent, as manifested by the votes, was the same in regard to both lots. If the statute had been then in full force, and the minister in 1714 had sued for the three acres and a half of land, could he have maintained his claim, according to its true construction? The town would have replied, and with effect too, this was and is our land; the vote of 1712 was for a temporary, and not a permanent appropriation for the use of the ministry, and we manifested our intent by discontinuing the use of that lot and substituting another for the purpose. And they might have well added, that when it suits our convenience, we shall dispose of the other; for this was not land granted to us for the use of the ministry, but it was our own unincumbered absolute estate, which we mean to use, as may seem to be most for our interest. Whether the final disposition was made in one year, or after many years, makes no difference in the principle, the town in the meantime occupying or permitting the minister or others to occupy at their pleasure. The calling the estate parsonage land or ministerial land, would not make it so in the technical sense, so as to vest the seisin in the minister, unless such intent were originally plain. Nor would any mode of improvement, whether for agriculture or building, of itself, control the intent not to part with the fee and seisin on the part of the town.

The votes of the town to which we are referred as parts of the case, are, under the circumstances, to be considered rather as agreements how the common lands should be managed from time to time, than as a grant of the title or seisin, which would deprive the town thereafter from making any other disposition of the same. \*

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\* On March 4, 1706, the town exchanged part of the ministerial lands with Mr. Hartshorn.

On July 17, 1711, the town chose a committee to consider the quantity of land and place for the ministry, and to make report.





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The evidence is, that the town continued to control and direct and manage the property as their own, without the assent or leave of the minister; but there is no evidence that the minister ever claimed to hold and occupy against or without the assent and leave of the town. How is it "plainly shown" that the lands should go in succession? Take their votes all together, from first to last, and such an intent is rebutted.

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- May 14, 1716 Gave Mr. Richard Brown the use of the ministerial meadow so long as he should continue minister.
- May 9, 1727 Allowed Mr. Putnam part of the ministerial meadow, and the rest is to be brought into the old parish treasury.
- October, 1741 Exchanged ministerial land with Lieut. Parker.
- April 21, 1742 The town gave and granted Rev. Wm. Holley and Mr. Putnam their equal proportion of the ministerial meadow.
- In 1753 exchanged with Mr. Woodward.
- March 1, 1762 Sold a piece of ministerial land to Andrew Beard.
- May 24, 1770 Committee chosen to look up all the lands in the town not yet disposed of, and among other lots, "a parcel of wood-land in sledge woods so called, near Barchen meadow, called ministerial." It would seem notwithstanding the meadow was called ministerial, the town had not disposed of it.
- In October 1766 the first parish voted, that they reserved the use of the parsonage lands to themselves.
- 1767 That the committee of building the new meetinghouse have liberty to cut timber from the ministerial lands.



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Sept. 20, 1770    Art 1. To know if the parish will sell the parsonage. Voted in the affirmative. Sold it in three pieces; that where the house stands, that behind the meeting-house (the lot in controversy) and that by Doct. Stimpson's.

March 17, 1777    Committee of the parish authorized to give a deed to Rev. Caleb Prentiss.

It has been contended for the demandant, that a parish cannot take and hold land for any purpose but for a site for a meetinghouse, or as parsonage for the minister. The parish may be seised of the land for the purpose of supporting a minister out of it, and yet it may not be the property of the minister so as to make it technically a parsonage, and cause the seisin to be in the minister as a sole corporation.

In the case of Thompson v. the Cath. Cong. Soc. in Rehoboth, 5 Pick. 469, the plaintiff, as minister, sued for the proceeds of real estate given in 1774 by one Ephraim Hunt "towards the support of public worship for the benefit of the inhabitants of the second precinct of Rehoboth who should attend meeting at the church at Palmer's river." The will directed that the estate "should be leased out and the yearly income and rents paid to the minister of the church at Palmer's river." The society reserved the income of this estate to themselves, and agreed with the minister for a certain salary less than the income; and the Court held that he could not recover. In income must therefore have belonged to the parish. It appears that in 1792 this society was in possession of a "considerable real estate," and it was incorporated with all the powers, privileges and immunities that precincts and parishes enjoy. St. 1792, c. 2, Spec. Laws, vol. 2, p. 367. This precinct therefore must have had a capacity to take and hold for ministerial purposes, independently of the minister.





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We regret that the present chief justice cannot give us any aid, as he was of counsel in this case. We have also to regret that the other members of the Court have not been able to arrive at the same result. The circumstance that our brother Wilde dissents from the opinion which we have formed, is calculated to excite our distrust of its correctness. But after much consideration, we are of opinion that the demandant should be nonsuited, and that judgment should be entered accordingly.



MEADOWS, SWAMPS AND HILLS

Cattail Meadow lay south of Nahant street near the Three County Bounds and was included in the original Francis Smith Farm.

Bushy Pond lay south of Nahant street at the foot of Melvin street as described in the early laying out of that Highway.

Pond Meadow was the wide lowland extending west from the Great Pond.

Mill Meadow extended north and east from the present location of the Wakefield Rattan factory- i.e. north and east of Poole's Corne Mill built there in 1644.

Saw Mill Meadow was along both sides of Saugus River as it ran from Reading Pond easterly and to and beyond Jonathan Poole's saw mill built in 1650.

Scotland was the vicinity of the old Prescott Place on Summer Ave. Reading, where the prisoners of the 71st Scottish Highlanders were quartered during the Revolution.

New Marblehead was a portion of country at the northeastern part of North Reading, mentioned in the old records as early as 1788 when the Parish voted to support a school there.

Deer Hill, mentioned in early deeds refers to a small hill at the foot of Eaton street in Reading of today.

Bare Hill, a locality lying west of Bare Hill Brook road; was the centre of early settlements. It was so-called, according to tradition, on account of the lack of trees, a condition that still exists.

Pudding Point was a later small settlement just west of Lobs Pond Mill.

Lob's Pound Mill was at the Point where the old Reading-Andover country highway crossed the Ipswich River.

Reava Meadow was in the northwestern part of the town near the present Wilmington line. This swamp was cut in two Ranges, the line beginning at a pine next to the Ipswich river, and running from sd tree south and by east unto "John Eaton's playne."

Dirty Bridge was located on West street, Reading, this side of the early Wilmington line. In the first settlement and for many years it was the custom, where a brook crossed a road to leave at one side of the bridge an open water place for horses and cattle to pass through and drink. Here the water was muddy and so took the name of Dirty Bridge.

Dirty Breech meadows was in the same locality.

Ministerial Lands were upland, meadow and swamps, set aside for the successive ministers of the town-first for hay, and wood, and as a part of their ministerial compensation.





Timber Neck was a neck of land, early covered with trees, with meadows or swamps each side, running from Salem street to Reading towards the north and northeast.

Smith's Pond, named for Francis Smith, the early settler, is the Crystal Lake of the present time.

The Greate or Great Pond was Reading Pond, the Lake Quannapowitt of today.

Mill River, was the brook the outlet of Smith's Pond.

Common Lands was a term applied to all land not yet granted out by the town, and included early highways and places to be permanently kept common to all inhabitants.

First Division was on Cowdrey's Hill and extended north.

Second Division of Town Rights was southwest of Hundred Acres.

Divident Bridge was in Hundred Acres.

Town Rights-with each or final division of lands went rights in remaining common land, and such rights were conveyed by deed or will to sons, and grandsons. In 1704, a conveyance from Smith to Weston was for "6 a. in Hundred acres being laid out to me in the last division of Town Rights called Division of Pine Swamp," which division occurred in 1692.

Rubbish Meadow-a meadow being east of Bare Meadow, near to the road that goeth to Lobs Pound.

Ash Swamp- a swamp some distance north of the Curtis Guild Rifle Range- and east of the old Andover road, at the Causeway at Jonas' Bridge, "and that there be a way three rods wide over the Island bridge; yet a bridle way is reserved for the necessary use of the owners of Ash Swamp, and other ancient proprietors that have occasion to pass over the common land to their woodland, pasture or meadow."

Damon's Bridge was probably on the old Bare Hill Brook highway to the west parish, over the brook that comes from the south and flows east to Lake Quannapowitt.

In 1737 a highway was laid out to Tare Breech hill, "that the lower end of the Common by Ensign Parkers up as far as the path that comes from John Boutwell's stone wall, toward Henry Merrow's lay common: and from Henry Merrow's to the road that goes out to Jona. Parker's still reserving a convenient bridle path over part of Tare Breech hill for Eben Nichol's Sr. and Jeremiah Swain to come to their Properties."

Hodgman's Brook- a small brook that ran from near the present Church street; R.R. crossing north into Lake Quannapowitt. This brook in early days probably was the dividing line between Thomas Hodgman's Homestead and that of Kendall's lying westward.





Parker's Saw Pit was somewhere in the vicinity of the north end of Bare Hill. An old deed mentions "a highway from Parker's Saw Pit to Bare Hill." And still another "by the road that leads from Parker's Saw Pit to the Meeting house at the south parish;" still another record reads: "The way from Kendall Bryants (Elm St) to Bare Hill Brook and from the Brook to Parker's Saw Pit and from said Brook to Nathaniel Eaton's" (near the westerly end of Prospect St). An old map shows a mill at the northerly end of the meadow on the present "Bare Hill Estates."

Burchan Plain extended south from Reading's old standpipe and was doubtless, at some early time named for Edward Burchan but there is no record of his owning or claiming land in the town.

Land of Nod. This section appears in old Reading deeds as being in the northwest part of the town against the Woburn line. Sewall of Woburn says that the 3000 acres given to Charlestown, in exchange for other land was called the "Land of Nod;" but that finally in 1674, this acreage was surrendered, to the proprietors," headed by Robert Sedgwich, with 300 acres and to eleven others." The belief is that the name extended to Reading Line in the same locality. The land was found to be practically worthless, and so in 1718 the proprietors agreed to divide the whole 3000 acres and Capt. Jos. Burnap of Reading, a noted surveyor was employed to do it. Andover's Historian writing of the Land of Nod says: "A tract of land, long in dispute, not only by Andover Claimants; but by the town of Charlestown, and citizens of Woburn. It lay remote from villages, in a sort of Wilderness region, which probably suggested to our scripture-reading forefathers the place described as the refuge of the outcast Cain and therefore gained the name of "Nod." One Thos. Rich of Reading claimed some of it as part of some 230 acres that he purchased of the town of Charlestown-being the interest that town held in the Land of Nod- a region that became famous in the annals of that period's litigation.

Parker's Hill is the hill lying northwest of the present centre of North Reading.

Martin's Pond lies west of the Reading-Andover turnpike in the northeast corner of North Reading.

Swan Pond is in the northeasterly part of North Reading close to the Middleton line.

Back Row is a name given to the road across the northerly part of North Reading, running from Main street, passing the Red Top Golf Course to the Reading-Andover state road.

Low's Meadow was toward the northwest section and run over into Woburn. The Woburn portion was early sold to defray the expense of laying out of the common lands.

Cedar Swamp was within Reva Swamp.

Hundred Acres was a large area of swamp south of the Ipswich river.

John's Rock was probably on the north side of Cowdrey's Hill against the Range way.



Wigwam Meadow extended from east of old Salem street in Montrose to and beyond the Saugus River, and extended a goodly distance to the north.

1707, June 25-Andover's Old Bridge-being in lower end of Bear meadow adjoining "Flint's Saw Mill."

Pine Swamp- northeast part of town against the Saugus River.

Snake Hole- in a meadow on John Upton's farm in the north Precinct.

Causeway was a passage over a waterway.

Dragon Corner- is the locality around the intersection of Woburn street with West street in the present town of Reading.

Driftway- a passage from one highway to another over private land. An early driftway led from our present Main street at Lakeside over land at or near Sweetser street to Lot End Road, now Vernon St.

Tearbrick Hill-Mentioned in 1742 when the town sold John Damon 22 acres of Common land at "Tearbrick Hill." Bounded easterly by Phineas Parker and Jonathan Parker, reserving a bridle path across sd lot.

Wood End- The early name given to the West or Third Parish now the Town of Reading.

Wigwam River- a brook running out of Wigwam meadow in the present Montrose district.

Daniel Eaton's Mill was on the Ipswich river in North Reading. In 1699 the town voted money "to purchase the land on the Lin side of the river to a better accomodation of the Country road to Salem."

Damon's Bridge, 1737 report of a town committee on laying out public ways, says in part: "and so along to Barehill brook where there is to be a way three rods wide from the bridge at sd brook, up round the soft ground over Damon's bridge and so out to Jonathan Eaton's (later Jonas Parker's); and that there shall be a road four rods wide from said bridge up to Parker's Saw Pit."

Brown's Pond, opposite the present Tyler house on the northerly side of Prospect street, a short distance west of Parker Road. The town in 1737 voted "that a convenient part of Brown's Pond upon the hill side be left for watering."

Training Field, was probably on what is now Elm street which doubtless gives the reason why this street is of such unusual width-see town records of 1741.

Jenkin's Bridge- at the northeast corner of Old Reading, against the Wilmington line.

Martin's River- the outlet of Martin's Pond & running south into the Ipswich River.







Cutler's Ford was in Hundred Acres.

Matthew Edward's bridge was over a brook on the old Reading-Andover road some distance north of Reading Pond, beyond the old John Poole house (later the Caleb Wakefield place), where there was a Causeway, Lamson's Island lies near to Jonas's Bridge.

Davis Ford in 2d Div. lots.

Long Meadow was on the south side of Saw Mill River, westerly of Benj. Swain's meadow.

Tearbridge Swamp- north side of Road to Andover near land that was John Goodwin & Richard Temple.

Hart's Corner was at the junction of Church and Common streets opposite the present First Parish meeting house.

Bare Meddow lay due south of Sadler's Neck to the east of where the Reading-Andover state road crosses the Ipswich river, and extended south and east across Haverhill street, finally merging in the great Cedar Swamp extending to the Lynnfield line.

Walk Hill- a ridge of land extending from the Mill river, southerly on Main street and easterly on Nahant street, and along its base was a continuous row of apple trees, conspicuous being the famous "Ben," named for Benjamin, son of Francis Smith, the first settler. Here also, grew the "Jehoaden Apple" named for Benj's wife, who was a daughter of Peter Palfrey.



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